

# EXHIBIT 13

1  
2 UNITED STATES DISTRICT COURT  
3 SOUTHERN DISTRICT OF NEW YORK  
4 Case No. 24-cv-3155 (JSR)

5 -----x

6 NORTHROCK MANAGEMENT LLC,  
f/k/a NORTHROCK MINERALS, INC.

7 Plaintiff/Counterclaim  
8 Defendant.,

9  
-against-

10 JOSEPH COHEN and SNOW JOE LLC,

Defendant/Counterclaim  
Plaintiffs.

11 -----x

12 SNOW JOE LLC,

Third-Party Plaintiff,

13 -against-

14 MOSHE WECHSLER,

Third-Party Defendant.

15 -----x

November 10, 2024

16 10:04 a.m.  
17  
18  
19  
20

21 Remote Zoom Virtual Deposition of JOSEPH  
22 COHEN, taken by Plaintiff, pursuant to Notice,  
23 with the Witness located in Jersey City, New  
24 Jersey, before William Visconti, a Shorthand  
25 Reporter and Notary Public within and for the  
State of New York.

A P P E A R A N C E S:

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Defendant

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BY: JUDD BURSTEIN, ESQ.

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ALSO PRESENT:

PETER SCHALK

MOSCHE WECHSLER

1  
2 IT IS HEREBY STIPULATED AND AGREED  
3 by and between the attorneys for the  
4 respective parties herein that filing and  
5 sealing be and the same are hereby waived.

6 IT IS FURTHER STIPULATED AND AGREED  
7 that all objections, except as to the form  
8 of the question, shall be reserved to the  
9 time of the trial.

10 IT IS FURTHER STIPULATED AND AGREED  
11 that the within deposition may be signed  
12 and sworn to before any officer authorized  
13 to administer an oath with the same force and  
14 effect as if signed and sworn to before the  
15 Court.

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J O S E P H C O H E N,  
having been first duly sworn by the Notary Public,  
was examined and testified as follows:

MR. BOYLE: We are ordering a copy  
of the transcript.

MR. BURSTEIN: We are ordering a  
copy of the transcript.

EXAMINATION CONDUCTED BY MR. BOYLE:

Q. Good morning. Mr. Cohen.

A. Good morning.

Q. As I stated a few minutes and ago  
off record my name is Brian Boyle and with me  
today is Kristri Gennette who is my colleague  
we represent Mr. Northrock and Mr. Moshe  
Wechsler.

Have you ever been deposed before?

A. I have.

Q. You have how many times?

A. Three.

Q. What type of cases?

A. One was landlord/tenant court.

Q. The others?

A. EPLI case. Employee practice  
liability.

1 JOSEPH COHEN

2 Q. So what was the third testimony  
3 that you gave?

4 A. It was an injury, a consumer  
5 bought a product that had gotten injured.

6 Q. Did you end up testifying in court  
7 as well or just deposition?

8 A. Which one?

9 Q. Any of them?

10 A. Landlord/tenant one, yes, in  
11 court.

12 Q. And that was a landlord/tenant  
13 collection case?

14 A. It was.

15 Q. Were you a Plaintiff or Defendant?

16 A. We were the Plaintiff.

17 Q. Since you have done this three  
18 time before I'm not going to waste too much  
19 time with specifics. One important instruction  
20 that you keep in mind for both of us, we do  
21 have a court reporter here and he has an extra  
22 challenge of being on zoom so we need to be  
23 care to try not to talk over each other. It's  
24 going to be hard. I'm going to cut off, you're  
25 going to cut me off, but we will do our best.

1 JOSEPH COHEN

2 I will try to let you finish your  
3 answer before I ask the next question and I ask  
4 that you let me finish my question before you  
5 start your answer.

6 A. Okay.

7 Q. The next important thing, you have  
8 to answer yes, no, the court reporter does not  
9 pick up shakes of the head or nods of the head.  
10 Understood?

11 A. Okay.

12 Q. You are represented by counsel so  
13 I'm going to presume that you know the ground  
14 rules, counsel will object a couple times  
15 today, but unless he instructs you not to  
16 answer you can answer the question even if he  
17 objects.

18 If you do not understand a  
19 question, please tell me you do not understand.  
20 If you answer the question it will be presumed  
21 that you understood the question and given a  
22 truthful response. Fair?

23 A. Okay.

24 Q. Do you have any questions for me  
25 before we get started?

1 JOSEPH COHEN

2 A. I do not.

3 Q. Any questions for your lawyer  
4 before we get started?

5 A. No, I do not.

6 Q. When did you meet Moshe Wechsler?

7 A. Summer of 2022, late spring/summer  
8 of 2022.

9 Q. What context did you meet?

10 A. I was introduced to him from a  
11 friend of a friend.

12 Q. What did you guys discuss when you  
13 met? What was the purpose of the meeting?

14 A. A friend of mine had introduced me  
15 to an importer of salt and suggested that I  
16 meet with Moshe and Barry about buying their  
17 business, Dart Northrock.

18 Q. Were you in the salt business at  
19 that time?

20 A. I was.

21 Q. When I say you, I mean for that  
22 question I meant you personally but was Snow  
23 Joe was already in the salt melt business?

24 A. Snow Joe was in the business.

25 Q. Snow Joe was familiar with the



JOSEPH COHEN

various product lines that Northrock sold?

MR. BURSTEIN: I'm going to object to the form of the question. When I say, Joe, that doesn't mean you shouldn't answer. It means that I'm preserving something on the record. You must answer every question unless I direct you not to answer.

A. Somewhat familiar. Our different customer base I would say that Snow Joe was supplying.

Q. Let's go back for a second. What is Snow Joe's business? Before you acquired Northrock's assets what was Snow Joe business?

A. Snow Joe is a manufacture, distributor of garden equipment, snow throwers, lawn mothers, power washers, snow shovels, watering equipment under different Joe brands. Show Joe is winter. Sun Joe is the spring and summer division. Aqua Joe, etc. We have a theme. We like Joe in it. Snow Brian didn't have the same ring.

Q. Got you. Thank you. At some point you signed an agreement to purchase the

1 JOSEPH COHEN

2 assets, right?

3 A. We did, yes.

4 Q. There is no dispute that on or  
5 about August 24th, 2022 you signed the asset  
6 purchase agreement and promissory note and  
7 guarantee, right? There is no dispute in this  
8 case about that?

9 A. I thought I signed it earlier in  
10 August if I'm not mistaken.

11 Q. We could look at the document but  
12 in August of 2022 you can agree with me Snow  
13 Joe and you, Mr. Cohen, signed agreements with  
14 Northrock, right?

15 A. Yes.

16 Q. I'm trying to limit the dispute so  
17 hopefully we are not here too long.

18 November of 2022 there is no  
19 dispute that Northrock and Snow Joe and you  
20 executed a payment agreement; is that right?

21 A. We did.

22 Q. In February of 2023 you received a  
23 notice of default; is that right?

24 A. Do you have a document?

25 Q. We will get to documents later. I

JOSEPH COHEN

want to know what you remember now. We will get to the documents to refresh your memory later.

Let me ask you this. Why don't you think you owe Northrock the money that they sued you for?

MR. BURSTEIN: You can answer that.

A. Sure. So I mean I've been party to many asset agreements on both the sides, buyer and seller. And generally everyone has good intentions when they commence a transaction. I was introduced through a friend of mine who introduced me to Moshe and Barry ultimately to buy and expand our business into the Home Depot. We paid if I'm not mistake, don't hold me to the exact, although I'm pretty certain I have it right, I think it was a million dollars on the signing of this asset agreement and \$3.4 million on the closing. And I think we paid several million dollars after.

The intent of this deal was to expand our reach, Snow Joe's reach into the Home Depot and to build into other customers like CVS among other and to build our business

JOSEPH COHEN

out.

We were told that we would -- these guys are not in the business. These guys meaning Moshe and Barry. And this was an investment, he is in the real estate business and this was a good opportunity for us to expand into physical retail and to build out. We paid the money, shook hands, we did what we were supposed to do from the beginning.

Part of this structure was our expansion into the Home Depot, this was a material part of this deal. Home Depot happens to be an important customer to Snow Joe selling them shovels and other material, pressure washers among other things and this was a great way to get into a very important category.

Part of the business is that you have the materials to service both the consumer and the Prosumer at Home Depot. And the way that the business works, if you think about it, Pro, a landscaper for example is a Pro, buys product early and holds it and when he needs to go out there and shovel a sidewalk or put down ice melt for a project, he has the materials he

1 JOSEPH COHEN

2 needs. He not buying it like consumers do.

3 You see them on the news sometimes panicking

4 when they want to buy ice melt because it's

5 late. They buy it early.

6 So we entered into this deal to

7 expand our reach into Home Depot and we started

8 of with every bit of good intention to do it.

9 We were told that product would arrive on time,

10 it would be in salable condition and that at

11 the end of day we would be able to capture the

12 Home Depot business. That is what we bought

13 into and that is what I signed off on and we

14 went with it.

15 We knew Moshe through a friend, we

16 had no reason to doubt or trust their integrity. Him or

17 Barry. And we went off.

18 The biggest problem starts from

19 the beginning which is, there is different

20 times of product that go into this load-in of

21 Home Depot. I believe it is in the asset

22 agreement. I don't recall the exact page. But

23 in the agreement it stipulates very clearly

24 that this Home Depot business is part of the

25 deal. Part of the deal also is that we get the

JOSEPH COHEN

Dart intellectual property and the Northrock intellectual property, websites, e-mails, phone numbers, among everything.

So we close on this transaction I believe it was late August and right from the beginning we start to see challenges with this deal. And, again, some of them manageable, some of them more severe. The biggest severe issue was that the key component of this deal was calcium pellets that come from a supplier in Egypt. We were told it would come in quickly and not to worry. I have been told times from Barry, the product arrives when it comes in it goes straight to Home Depot, you won't have to worry about it.

The problem is not that the product arrived a week or two late. The product didn't arrive until the end of October. I believe it was the 29th or the 28th of October. We closed this transaction in August.

We looked like such fools to the Home Depot because we now blew their ability and our ability to capture what they called the load-in business. What's worse is, the load-in

JOSEPH COHEN

business requires that we, as a vendor to the Home Depot, have to ship in what they call the set. A set is each of the products have to go in and stock the shelves. Kind of makes sense, right, you go into a retail store and you see one flavor and another flavor of the ice melt and other flavors.

The challenge here is when you're missing the biggest component of the set, well what do you do with the other products to ship in. Now because we are a prepaid vender, Home Depot's position is, well, you need to ship complete and if I don't ship complete then it is your responsibility to go freight the goods multiple times.

So we closed this transaction in August. We paid a million dollars at signing of the contract, \$3.4 million. Another part of the deal was that the calcium arriving from the suppliers in Egypt was to arrive, go to our facility in Delaware, we would have open terms against that, I believe it was net 30. So we would be able to bring it in, combine it all with the other products to go out to Home Depot

JOSEPH COHEN

and off we go. We had every intention of living to this side of the agreement. Because that is what we wanted to do and wanted to proceed. I never expected the product to come in at the end of October.

What makes matters worse now because we blew the load-in, Home Depot's position was very simple, you, they didn't care about the transaction prior to us, they care about us being now in the hot seat as the vender, you now screwed us. Pardon my language. You as in Snow Joe because you now ruined the Pro business and the load-in business. And we are now going to take a very significant position because you gave us, Snow Joe, no opportunity to find another option, another supplier. The challenge with this --

Q. When was this, I'm sorry to interrupt, when was this? The date of the contract?

A. This was end of October, beginning of November. Once we knew the extent of the delay, we had in choice but to tell Home Depot that this is going to be late. And their position was



JOSEPH COHEN

you need to ship on your dime the other products of the set early. When the calcium arrived we were told by Barry that don't worry it will come in and it will go right out. That was completely a fallacy, that is not how Home Depot works.

They wanted it in, they wanted it what we call routed properly. You have to request a permission to deliver to a store. You can't just take it in and take it out. We got off to such a bad start because this product arrived late. Set us up effectively to fail.

Q. Do you know the cause why it arrived late?

A. No, I don't know why it arrived late.

Q. Do you know if it was Northrock's fault that it arrived late?

A. I don't know. We were told -- let me finish. We were told when we did the deal that it's forthcoming not to worry. We were also told similarly that jugs and other

JOSEPH COHEN

material needed for packaging would be arriving in short order. I think it was after we closed about a week or so after we closed one of my team members asked, what's status on the jugs. We found out they weren't even in production and they were going to be months late and that jug was necessary for CVS which we blew and lost.

That was a major component to a part of the answer to your question on getting off the wrong foot.

Q. Just a follow up on that point. Isn't another cause of the delay?

MR. BURSTEIN: Wait wait wait. You asked him the reasons why --

MR. BOYLE: Okay I'll let him talk. Go ahead.

A. Thank you, Brian. And continuing now for a moment. There is simple things on an asset agreement that we had expected. We expect things like transferring over a website. Getting an e-mail address changed. Getting one particular e-mail and address change was important, phone numbers change because on the

JOSEPH COHEN

bags that came with this agreement were phone numbers and e-mail addresses. And they weren't given to us timely. We asked about them.

Another big component of this is that we needed to switch over with the Home Depot the vendor numbers so that they could transact and trade us the orders.

Another challenge, post the close here, was that we weren't able to get these vendor numbers delivered to us timely. We had to ask multiple and multiple times of Moshe and Barry and frankly got the run around as to why.

Now it wasn't until later, hindsight is what it is, why did this all occur, we could chat about that I guess a little bit later, because it became very apparent to us subsequent to this what the goal was, from our viewpoint. But this was set up to put us in a very, very bad spot from the beginning. We entered into this with very good intentions, we paid a lot of money a million, 3.4 million and then millions thereafter and this was set up to cause severe harm for us.

Q. Okay. Do you have any factual

JOSEPH COHEN

support for Snow Joe's contention that  
Mr. Wechsler or Northrock was competing with  
Snow Joe?

MR. BURSTEIN: Objection to the  
form of the question. You can answer.

A. Well, we start off on our back  
foot with the transaction. Paid all of this  
money shipping late, look like fools to the  
Home Depot. We bought these names that were  
very iconic that Moshe and Barry built up, Blue  
Heat, it's a brand of product, Pellets of Fire  
another famous product. I knew this product as  
a kid even growing up. We used to have  
hardware stores and I saw this product being  
sold. This is very very iconic.

Later about a year or so after, on  
the trip to the Home Depot to start seeing in  
the store instead of Blue Heat that we bought,  
Blue Fire was a brand that we saw. Then we saw  
instead of Pellets of Fire which is what we  
bought, Flakes of Fire, just changing one name  
on it. And the address when you look it up  
goes to the same address of Moshe's office on  
his letterhead. I thinks 777 Chestnut,

1 JOSEPH COHEN

2 something like that.

3 I said to my team, it couldn't be.  
4 We just got hosed. We paid all of this money  
5 and then these guys got together went beyond  
6 just going to the Home Depot again, breaking  
7 this agreement and our trust, but the slap in  
8 the face was the same names. I mean in fact I  
9 think I saw recently the U.S. Patent and  
10 Trademark Office put out a denial letter saying  
11 that these marks are eerily similar to the marks  
12 that we bought in the asset agreement. It  
13 wasn't until later that we realized this.

14 Q. When?

15 A. It was later. I believe I saw the  
16 first inclination of a name Blue Mineral came  
17 out on a Home Depot report.

18 Q. When was that?

19 A. I have to check. If you have any --  
20 I have to check on that.

21 Q. Do you remember the year?

22 A. It was in '23.

23 Q. 2023?

24 A. Yes.

25 Q. So I asked you -- I'm going to

JOSEPH COHEN

split it up now. Specifically with respect to Mr. Wechsler. Moshe Wechsler. What facts do you have to support Snow Joe's contention that Mr. Wechsler was competing with Snow Joe?

MR. BURSTEIN: Wait, two things.

I'm going to object to the form and the second thing I'm going to say is you can answer that question as long as it does not include information that was provided to you by counsel. If you have facts that were provided to you by counsel you cannot provide them. Anything else that you have on your own, you absolutely can and should.

MR. BOYLE: Hold on a second, Judd. It is privileged if it is communication for purpose of taking legal advice. If it is facts that you're going to rely on in the case you can't claim privilege.

MR. BURSTEIN: I disagree for a number of reasons. One, to the extent that I have provided information to Mr. Cohen that I developed, it's work product which he is entitled to have as -- which I'm entitled to protect.

JOSEPH COHEN

Information that I have conveyed and the context of the information and the inference that can be drawn from the facts are intertwined. So if you want to -- you're asking now for an explanation, part of that explanation if that comes from my communications and discussions with him based upon documents that I have obtained in discovery, that to me he does not have to answer.

He can answer what he knows certainly separate and apart from the discovery you provided, that would be the basis.

MR. BOYLE: Let me ask a different question, but we are wasting time.

Q. What evidence is Snow Joe in possess of that Mr. Wechsler competed in any way with Snow Joe?

MR. BURSTEIN: Yes, well let me, again, are you including in that the discovery that was provided by your side.

Q. What facts in evidence does Snow Joe plan to put on in evidence in this case

1 JOSEPH COHEN

2 that shows in any way that Mr. Wechsler  
3 competed with Snow Joe?

4 MR. BURSTEIN: That is an entirely  
5 improper question. It is the equivalent of  
6 a contention interrogatory. You can't do  
7 it that way. There is lots of ways that  
8 you can do this.

9 MR. BOYLE: Let's stop, because  
10 you're truing to obstruct.

11 Q. Mr. Cohen, you personally, forget  
12 Snow Joe. Mr. Cohen, as we sit here today do  
13 you have any personal knowledge that  
14 Mr. Wechsler competed with Snow Joe?

15 A. From my vantage point --

16 MR. BURSTEIN: Wait, objection to  
17 the form you can answer.

18 A. From my vantage point once we  
19 uncovered that Blue Minerals address on our end  
20 before we retained counsel, external counsel,  
21 we did civil searches, they pointed to Moshe  
22 Moshe's address.

23 We then find out later through  
24 searches and we were told at the beginning that  
25 this warehouse in Spotswood, New Jersey was



JOSEPH COHEN

never owned by either of them. There was a landlord. We find out that to be false by doing a search.

I'm not an attorney, but we started seeing now, connect the dots of this name, Blue Minerals come up and the name stuck with me because in one of the IP transfers on the asset agreement there was a Blue Minerals transfer of IP to Snow Joe. I do recall that.

Now we see Blue Minerals on the Home Depot report. Now we see an address that goes exactly to his office address. This is starting to smell very terrible for us. And our fear sort of why the delay in the beginning of getting the information -- why the challenge, why the issues and then to start to see product, in fact I had an a conversation with Moshe about something is not adding up. We're seeing -- we are supposed to sell a certain amount of product, we're not selling it.

I even got a phone call from a clerk at a Home Depot saying, hey, I want to buy your Blue Minerals product. They thought we were Northrock. This is the type of stuff

JOSEPH COHEN

that we were getting. I didn't have it all figured out until I brought in external counsel. But we were severely shocked at what was uncovered.

At that point we wanted to get it all -- we wanted to say if this was the case, we wanted to get our information right and once we ultimately did, at that point we took action as we should and we spent a treasurer on having the peace of having this business protected, almost 6 million, 6 1/2 or so million dollars were exchanged between us and them to have peace in going to sell the business. I was told they were not interested in being in the business, not being part of it and we just find these lies along the way.

And hindsight is what it is, it made total sense and as we sit today we lost the business to Blue Minerals, to them. And we are out all of this money and our reputation severely harmed at the Home Depot. And I was very, very, very trusting from the beginning.

Q. To use your metaphor, you said it started to smell bad, right?

1 JOSEPH COHEN

2 A. I didn't hear what you said.

3 Q. You said it started to smell bad  
4 because you saw Blue Minerals and other red  
5 flags, right?

6 A. Well --

7 Q. Is that the term that you used?

8 A. Yes.

9 Q. Did you ever find the source of  
10 the smell?

11 MR. BURSTEIN: Objection to the  
12 form.

13 Q. Do you have any evidence -- I'm  
14 going to ask it again. You answered it but not  
15 really.

16 Do you have any evidence, facts,  
17 not speculation, not conjecture, that  
18 Mr. Wechsler has competed with Snow Joe?

19 MR. BURSTEIN: Objection to the  
20 form of the question.

21 Q. Please answer.

22 A. As I said earlier, once we started  
23 to see Blue Minerals name, we took a search and  
24 started identifying Moshe's address. We then  
25 do a business search and see Moshe's name, we

JOSEPH COHEN

see a name on the property and see a name in the search of the real estate with the name. We were told it wasn't theirs. Everything started building.

It is one thing to take one thing in a vacuum and say it must be an error or mistake. But when we took into totality from the beginning, the conversations that we had, I'm not in the business, don't worry about it, the product is going to come in from Egypt on time, I mean even the most agnostic point you think about we asked for a supplier who makes the Egypt product, I asked for an introduction, to this day I don't have the introduction to the supplier who makes the product. And to what end, you would ask along the way, but we figured it out later.

Q. As we sit here now, are you prepared under oath to testify that it's a fact that Mr. Wechsler or Northrock competed with Snow Joe?

MR. BURSTEIN: Objection to the form of the question. You can answer.

A. Yes.

1 JOSEPH COHEN

2 Q. Yes, and what is that fact based  
3 on, other than what you have already told us,  
4 if anything?

5 A. As I said --

6 MR. BURSTEIN: Well, wait.

7 Q. If you're going to say the same  
8 thing you don't have to answer it again.

9 MR. BURSTEIN: The whole line of  
10 questioning is based upon your personal  
11 knowledge, but go ahead.

12 A. To my personal knowledge --

13 Q. Your personal knowledge,  
14 Mr. Cohen. So we're done with Mr. Cohen. So  
15 now please put your Snow Joe hat on, you're  
16 here as the corporate representative as Snow  
17 Joe.

18 Is there any additional evidence  
19 that Snow Joe has that Moshe Wechsler made one  
20 penny from the ice melt business after he sold  
21 to Snow Joe?

22 A. When we identified and got a  
23 report from the Home Depot we, Snow Joe, first  
24 thing that I did was sent it to our general  
25 counsel at the time to look into this. --

1 JOSEPH COHEN

2 MR. BURSTEIN: Wait, wait, to be  
3 clear. You should not discuss what you and  
4 your counsel discussed. That I'm telling  
5 you you can't discuss. You cannot discuss.

6 A. Let's move on from the questions.  
7 The rest was a conversation with me and him.

8 Q. Do you think Mr. Wechsler is a  
9 liar?

10 A. I do.

11 Q. Do you think he would falsely  
12 testify under oath?

13 MR. BURSTEIN: You can answer that.

14 A. I do.

15 Q. You do. So you believe there is  
16 sufficient evidence to show that Mr. Wechsler  
17 has competed with you and Snow Joe?

18 MR. BURSTEIN: Objection to the  
19 form of the question.

20 Q. Yes?

21 A. Yes.

22 Q. Would you still stand by the  
23 statement that you discovered that its  
24 principal, who is Mr. Wechsler, had immediately  
25 begun to secretly compete with Snow Joe in

JOSEPH COHEN

violation of its clear rights? Tell me what you discovered immediately after the sale. Tell me what you discovered, please, if anything.

MR. BURSTEIN: Asked and answered.

You can answer the question.

A. Well, immediately after the sale you talk about a person's character we talk about building blocks. We were told --

Q. I'm talking about secretly completing.

A. Let me answer the question.

Q. Please.

A. We are talking about building blocks of someone's character. On signing the contract we sent a million dollars, we did that, we check the box. On closing we sent \$3.4 million, we check the box. We asked for simple things. We needed to know and have transferred to us the Home Depot vendor number. Why on earth would that take as long as it did and not get to us. We asked for the website to get transferred over. We were told stories. The person is Israel not available. The woman

JOSEPH COHEN

that does it is out on maternity. We just the  
run around. But we still persevered. We still  
pushed forward. We were told that we would get  
the calcium in it came in beyond late.

All of these little things built,  
but we kept with it. We already made a  
substantial financial commitment and investment  
and we made, more importantly, we put our  
reputation on the line with the Home Depot that  
we were going to you execute and deliver.  
That's what we did.

So along the way these things are  
building and we chalk it up to maybe there is a  
reason, we never thought, to your question,  
immediately after there is a challenge here,  
but we built, we were building these as any  
human would do, experiences.

One of those facets were, Barry's  
not getting back to the business. He told me  
that himself. Moshe mentioned to me he was in  
the real estate business, this is a side hustle  
and not a main business. We spent a lot of  
money for this to go.

So we were set up from the



JOSEPH COHEN

beginning where we didn't understand yet why all the delays. Why tell us that the jugs are going to come in on time and they don't. Why put us up to a point where we go to the Home Depot and not the get the vendor number and look like fools to the Home Depot which damaged our reputation severely after accomplishing this asset agreement. Severely hurt our reputation with the Home Depot.

To this day some of the people in the field will not take my phone calls because of what we did and how we let them down by not having the product in on time.

As we started progressing down the season to then ultimately find that product starts arriving into the stores under the Blue Minerals, Blue Heat, Blue Flakes of Fire, same address, everything built to it, we were deflated. We were trying our best, we were already off to a rocky start because the goods arrived late. We made no -- we didn't hide the fact that we were having a challenge to Moshe about this and at the end of it it was a slap in the face to see the product on the shelves

JOSEPH COHEN

with the same name and damage was done already.

We lost the stores to the Home Depot, our reputation was destroyed, we were out 6 1/2, \$7 million of money that was exchanged and sent to Moshe and Barry. And unfortunately we are here wasting everybody's time.

Q. Wasn't a piece of the purchase price financed by the seller?

A. Yes.

Q. You took back a promissory note, right?

A. There was a note component to the deal, yes.

Q. So why would, since you say the theory sounds like is Northrock was going to sell you their assets and then compete with you, is that what you're saying happened?

A. Hindsight is a wonderful thing, Brian, because we paid in cash \$4 million, a million at signing and 3.4 million at the close and then effectively more cash along the way in a short period of time that we thought we had this piece. What would did in turn, what we

JOSEPH COHEN

realized is what we got was and what we did effectively was bailout Barry and Moshe from whether it was a hard ice melt season, didn't snow in previous years, we gave them a treasure of money which they got, there's no dispute of that. We hoped that we getting piece of the stores. What was instead got was delay and at the end of it the materials that we got which maybe shame on us for not inspecting every unit in Spotswood before it came in. Bags, how this business works you fill bags, most of it comes in unfilled. Bags that were caked with dirt, unfillable, ripped, intellectual property that didn't belong to Barry and Moshe, other people's brands that were sent to us. We effectively were a garbage dump of materials that we got from them.

Now not all the materials, some materials were acceptable. But some of it was clean it out and the conversations along the way were, we need to be out of this building by the end of October, whatever it was, in terms of timeline which we worked to accomplish. It is not our building, it is not our property.

1 JOSEPH COHEN

2 Talk about character how it builds very, very  
3 disappointing.

4 So we have to this day we have all  
5 of this junk sitting that is unsellable and  
6 unusable.

7 So we started with good  
8 intentions, you asked a loaded question but we  
9 paid a lot of money. I think they accomplished  
10 what they want to accomplish frankly.

11 Q. Let me ask you this. The question  
12 is why would or what is your understanding as  
13 to why Northrock would compete and sabotage to  
14 use Plaintiffs' words somebody who owes them  
15 millions of dollars? Can you explain that?

16 MR. BURSTEIN: Objection to the  
17 form of the question.

18 A. I don't know about you, but  
19 \$6 million is lot of money, it's a lot of cash  
20 that we sent over. A lot of money.

21 Q. You sent you \$6 million in cash?

22 A. A million at the close, \$3.4  
23 million -- excuse me, a million on signing, 3.4  
24 million at the close and about 2 and change, 2  
25 million and change subsequent to the

1 JOSEPH COHEN

2 transaction.

3 Q. And you owe more right, under the  
4 documents you owe more than that, right?

5 MR. BURSTEIN: Objection to the  
6 form.

7 A. I don't agree we do, clearly that  
8 is why we are here.

9 Q. In the document you agreed that a  
10 portion of the purchase price would be financed  
11 by Northrock, right?

12 A. Yes.

13 Q. So essentially Northrock became  
14 Snow Joe's creditor, right?

15 A. Yes.

16 Q. So your theory of the case is that  
17 the creditor competed with the debtor to  
18 sabotage their business, that is your theory of  
19 the case?

20 A. Brian, you're implying that they  
21 got no cash component.

22 Q. I'm not implying anything. Is  
23 that your theory of the case?

24 A. As I stated earlier, they  
25 received, Moshe and Barry, \$6 million. A lot

1 JOSEPH COHEN

2 of money from what ultimately we ended up  
3 getting. 6 million was sent out. When we were  
4 negotiating this they were pushing for more in  
5 cash component. More. Fortunately we pumped  
6 the brakes on that.

7 Q. Pumped the breaks on what?

8 A. On going higher than a million at  
9 signing, 3.4 million at the close and the cash  
10 component.

11 Q. You mean on continuing to make  
12 payments per the documents?

13 A. No, I did not say that. Moshe was  
14 negotiating hard for more upfront cash than  
15 seller financing. He wanted more upfront.

16 Q. You said you had -- how many deals  
17 have you done with seller financing?

18 A. I have done several.

19 Q. Have you been the financier?

20 A. I have.

21 Q. And at that time wouldn't you have  
22 preferred to have as much up front cash as  
23 possible in seller financing?

24 A. I would.

25 Q. So again, I'm struggling to

JOSEPH COHEN

understand why the seller who stands to make millions of dollars if Snow Joe was successful in Snow Joe's words sabotage Snow Joe. I want to understand why that would be.

MR. BURSTEIN: Objection to the form of the question.

Q. What is your understanding?

MR. BURSTEIN: Now that you -- since we got to the end of question, I thought it was over before, I object to the form.

Q. Do you have an answer.

A. Sorry, I wasn't aware it was my turn to speak. Are you guys done?

Q. Yes.

MR. BURSTEIN: Yes.

A. As I stated before, from our perspective they took the best deal they were going to get to get them out of the bind they were in. They got our cash. The intent clearly now in hindsight was, let's not lose our evergreen business, we could be shipping product for the next ten years. Take Joe's money, take the Snow Joe's money, get out of

1 JOSEPH COHEN

2 our jam, got out of our problem and move on.

3 Q. What documents do you have that  
4 shows that Mr. Wechsler or Northrock competed  
5 with Snow Joe?

6 MR. BURSTEIN: Objection to the  
7 form of the question. And to the extent  
8 that you're saying you have documents in  
9 your possession other than those provided  
10 by the other side, by Northrock in  
11 discovery. You can answer the question.

12 A. I'm going to refrain from the  
13 answer of the documents as most of that would  
14 be privileged with our counsel.

15 MR. BOYLE: I never heard such a  
16 thing, so I will have to make a statement  
17 on record. Judd, your contention is that  
18 if you give a document to a witness that  
19 was produced in discover he can't testify  
20 about the document?

21 MR. BURSTEIN: My position is the  
22 way that you asked the question, which is  
23 you asked the question in terms of what  
24 evidence you have, evidence is a -- is not  
25 just a fact question.



1 JOSEPH COHEN

2 MR. BOYLE: Okay, we will change  
3 evidence to facts.

4 Q. What facts or documents that you  
5 have that shows Mr. Wechsler or Northrock  
6 actually competed with Snow Joe?

7 MR. BURSTEIN: Objection to the  
8 form of the question, but you can answer  
9 it.

10 MR. BOYLE: What's the basis of the  
11 objection.

12 MR. BURSTEIN: You keep using these  
13 loaded terms. What shows something.

14 MR. BOYLE: We're in trial

15 MR. BURSTEIN: You're not at  
16 trial. You wouldn't be able to ask that  
17 question at a trial. I'm objecting to  
18 form. More to the point, Brian, it is not  
19 my job to tell you how to ask the question  
20 correctly.

21 MR. BOYLE: Well, that we agree.

22 MR. BURSTEIN: I'm objecting to the  
23 form of the question. I haven't said he  
24 can't answer it. Let him try to answer it.  
25 I'm not telling him not to answer. I'm

1 JOSEPH COHEN

2 telling him --

3 MR. BOYLE: You're wasting time.

4 MR. BURSTEIN: I'm not wasting  
5 time. I have a right to object to the form  
6 of the question. I object to the form of  
7 the question. I said go ahead and answer.

8 A. As I stated earlier, we ran  
9 searches against the Blue Minerals name, we  
10 started uncovering online and through state  
11 database records all of these different  
12 entities associated with Moshe. For the life  
13 of my I don't understand why a business would  
14 have as many entities as it did for a business  
15 which, quote/unquote, he is not part of.

16 Q. Do you know when these businesses --

17 A. Entity 1, entity 2, entity 3,  
18 entity 4 for a small in their mind this a side  
19 hustle, not my main business. There were a lot  
20 of entities that were there.

21 And further digging through more  
22 state searches finding every address pointing  
23 to Moshe's address and office address was  
24 shocking and alarming to us. On top of that,  
25 we talk about building blocks and identifying a

JOSEPH COHEN

pattern here and we brought in experts and our counsel after the fact. But before then seeing all of these different entities with the Mineral name in it was another clue for our point.

I don't know what Moshe's fixation is with diamonds and gem stones but it seems as if every entity that's registered with his address in the state search or database search has some sort of mineral or gem, maybe he's got a fixation with geology, minerals, diamonds, emeralds, all of these entities coming to the same address.

When we start to pull together and start to see the same address, the same location, so, for example, you asked a appointed question of fact, if you look at the -- a safety data sheet that is published on the Home Depot of this competing ice melt, has the same address on it.

Brian, we were hosed and at the end of it -- I'm going to pause there before I get more heated on it. \$6 million and our reputation tarnished by what we -- in all of my career -- you asked if I have been part of

JOSEPH COHEN

asset agreements on both sides, I have been. I do everything in my power to ensure a buyer is set up for success. Whether it was financed sellerwise, cash component or not, reputation matters. This was not the case and we frankly should have stopped this process a lot sooner, we didn't, we trusted and we are here today.

Q. You kept making payments, right, for a period of time.

A. You might have missed what I said before, we didn't uncover the extent of the link to Blue Minerals until later. So payments were made. We were trying to make it work. We paid a million at signing, we paid 3.4 at the close, we were making payments even though the benefit of bargain didn't come to us.

We were supposed to get the calcium immediately. We were supposed to ship the product out to the Home Depot. We were told it come in on the port Joe, don't worry, it'll go right out. It comes in in November.

You're a northeast guy, Brian.

Q. What is that?

A. Are you a northeast guy?

1 JOSEPH COHEN

2 Q. Yes, DC.

3 A. Virginia is sort of backyard  
4 territory for us. Although there is a limited  
5 window when it gets really cold and snowy and  
6 then it just turns to spring and all of us  
7 Yankees want to see us go into spring weather.  
8 You have a very narrow window to make your  
9 sales in this business.

10 Why not tell us from the  
11 beginning, this is going to arrive late. Why  
12 not tell us that this ice melt jugs aren't  
13 going to could in CVS. Why not give us the  
14 website.

15 Q. What evidence do you have that  
16 they knew it wasn't coming in, that it was  
17 going to be late?

18 MR. BURSTEIN: Objection to the  
19 form of the question.

20 A. As I told you before, I had  
21 conversations with Moshe and Barry leading up  
22 to the closing of the transaction. We were  
23 assured that everything is in order in the  
24 asset agreement speaks to in black and white  
25 the load-ins for Home Depot required in

JOSEPH COHEN

September of that year. We were excited. We wanted to see this transaction be successful. I was referred into Moshe and Barry from a friend of a friend.

That's the problem is that I didn't have my antennas up from the beginning. I trusted the relationship and connection going into it. I would never do this on the reverse side and here we are a year or so later, more than a year later, Blue Minerals is in the position and not us. This is just beyond appalling.

Q. Are you aware that Barry Wachsler has a separate Blue Minerals company that has nothing to do with Moshe Wechsler?

MR. BURSTEIN: Objection to the form.

Q. Are you aware of that?

A. I'm not.

Q. So as we sit here today, you still think Mr. Wechsler has benefitted by competing against Snow Joe?

A. Yes.

Q. You've told me all the facts that

1 JOSEPH COHEN

2 you have to back that up?

3 MR. BURSTEIN: Objection to the  
4 form of the question.

5 A. I've told you what I could that is  
6 not privileged.

7 Q. And you told me what you're going  
8 to testify to, if this goes to trial, right?

9 MR. BURSTEIN: Objection to the  
10 form of the question.

11 A. I told you what I told you that is  
12 not privileged.

13 MR. BOYLE: That's a new one for  
14 me. Let's take a quick break.

15 (Recess Taken.)

16 BY MR. BOYLE:

17 Q. Let's talk about the inventory  
18 which you previously had said under oath, "The  
19 product that Northrock did provide to Snow Joe  
20 failed even to approach the agreed upon quality  
21 standard."

22 MR. BURSTEIN: Can you just tell us  
23 what you're quoting from?

24 MR. BOYLE: No.

25 MR. BURSTEIN: You said it under

1 JOSEPH COHEN

2 oath. If you don't want to tell him --

3 MR. BOYLE: Could the court  
4 reporter read back what I said.

5 Q. Let me ask you this question.  
6 We'll make it easy, Judd. Is the following  
7 statement true. The product that Northrock did  
8 provide to Snow Joe failed to even approach the  
9 agreed upon quality standards? Is that true?

10 MR. BURSTEIN: That's a fair  
11 question. Go ahead.

12 A. Yes.

13 Q. Please explain why the product did  
14 not approach the agreed upon quality standards?

15 A. If we break out product for a  
16 moment. There were different products that  
17 were purchased in this asset agreement. Some  
18 of it was fine, some of it --

19 Q. What part was fine?

20 A. There was -- the bulk Chilean salt  
21 was fine.

22 Q. What else?

23 A. There was some prebagged product  
24 under the Blue Heat brand was fine. The issues  
25 came from several facets of the inventory,



JOSEPH COHEN

primarily the calcium. There was some calcium, what they call super sacks, these are large sacks of product, carry about 2000 pounds in a vat. That was hardened material.

Calcium is a very moisture grabbing element. It is one of the reasons why it is effective with melting ice, but if you have calcium that has moisture content it becomes hard, it becomes a rock.

Q. When did you discover that, that there was rock, calcium rock?

A. The challenge of how this was structured in terms of moving out after the purchase. Inventory was in several different locations. There was inventory in Spotswood, New Jersey. There was inventory in Bayonne and there was inventory to arrive.

Q. Let me stop you there for a second just so we could put a bow on that.

Isn't it true that at least two people from Snow Joe visited both of those facilities that you mentioned, Bayonne and the other one, before the transaction to inspect the inventory?

JOSEPH COHEN

1  
2 A. As I was saying before and  
3 answering part of your question, Snow Joe did  
4 send out someone to look at the goods that were  
5 in these locations. The way the goods were  
6 stacked it was impossible to move all the  
7 product to get to the bottom layer. So we  
8 looked, for example, at the top layer, you  
9 can't move 2000 pounds of material easily. Not  
10 easy to do without equipment or machinery. We  
11 did the best that we could at the time. We  
12 were not able to get all of the material  
13 reviewed that were on the bottom layers in  
14 Spotswood of the pallets. These are the empty  
15 bags, quote/unquote, that I know became very  
16 problematic which we did not uncover until  
17 later.

18 And of course the material that  
19 was arriving from Egypt, we had no opportunity  
20 to review until the goods would have arrived.

21 Q. Were there alleged defects in the  
22 goods from Egypt?

23 A. Yes.

24 Q. What was wrong with those?

25 A. Hardened.

1 JOSEPH COHEN

2 Q. When did you discover they were  
3 hardened?

4 A. As we mentioned earlier, the goods  
5 came in exceptionally late, the end of October.  
6 They shipped whatever we could start shipping  
7 that we missed the load-in started going out to  
8 the floor of Home Depot in early November at  
9 that point.

10 It wasn't until several months  
11 later that we started getting calls from the  
12 field at Home Depot saying we have a problem  
13 with the ice melt. There is some material that  
14 is hard and they became very blockish and what  
15 is Snow Joe going to do about it. Then we  
16 started digging in deeper.

17 Q. Do you have an expert or anybody  
18 else that can determine that that product was  
19 hardened as a result of something Northrock did  
20 or didn't do?

21 A. It was irrelevant as far as I'm  
22 concern who did it. I needed sellable product.

23 Q. How long did you have the product  
24 before you shipped it to Home Depot?

25 A. Well, when it arrived in late

JOSEPH COHEN

October, as I mentioned before, several weeks thereafter we were starting to finally send out that product to the stores.

Q. When it arrived who was in charge of receiving the shipment?

A. Well, that's a problem. Because the way this was structured in the asset agreement was that we were supposed to take quick possession of the calcium and pay on open terms. Snow Joe has a facility that is in New Castle, Delaware, not far from the port. When the goods came in October, Moshe wanted to get paid for the goods upfront, that wasn't what we agreed to in the deal.

We had no choice at this point to live with this new pay as you go structure on the calcium because we were in such a bind being late with the Home Depot. I could not get another supplier. We could not get an alternative producer of bags. The material in Spotswood while there was some raw material there of calcium, it was not bagged.

The challenge of calcium not to bore everybody with the chemistry is that you

JOSEPH COHEN

1  
2 need a certain temperature to bag product with  
3 certain equipment. Some equipment you can bag  
4 it in higher temperatures, other equipment you  
5 can't bag it. When the temperature is too warm  
6 there is too much moisture in the air, you  
7 can't bag it. So we had no choice but to live  
8 with that changed structure pay as you go.

9 In October when the goods finally  
10 did make it, Moshe wanted to get paid on a COD  
11 pay as you go basis for the calcium. So as we  
12 would take product we would pay for product.  
13 But this is his product that was sitting --  
14 part of our asset agreement but under his  
15 control at the port. We weren't able to get  
16 releases from the port unless we had his  
17 permission.

18 Q. At some point did a creditor take  
19 action to try to get that product that was in  
20 Delaware at the port?

21 A. Can you define creditor?

22 Q. Someone who is owed money. Let me  
23 cut to the chase. Was there a point where Snow  
24 Joe paid \$700,000 to access that inventory?

25 A. It absolutely did.

JOSEPH COHEN

Q. So you paid \$700,000 to receive the release of the defective product; is that right?

MR. BURSTEIN: Objection to the form of the question.

A. Thanks Brian, let me answer.

Snow Joe did pay 700,000 Intercontinental, the port operator. The port had in its yard both the calcium and bulk salt that had nothing to do with the transaction with Dart and Northrock. There was bulk salt there. The operator at the port couldn't care less, it was all commingled together and basically sent out a notice if you don't take the product from the port, if you don't pick up the product we are going to auction off the product. All of it. And this had severe consequences for us for a variety of reasons.

One, the brand name that we bought and paid for is sitting on the bags of these products, on the calcium product, and we were very concerned given the status and state of the quality of the product that some opportunistic buyer would pay pennies on the dollar for the

JOSEPH COHEN

1  
2 calcium bags and flip them to retailers. And  
3 at end of the day the buck will stop with us as  
4 the owner of the brand and we were concerned  
5 with that. We take pride in the workmanship of  
6 what we put out to the market. We do not put  
7 out defective product. But not bifurcating  
8 that for a moment, we also had to deal with  
9 actual salt, sodium chloride which we needed  
10 for our other products to fill.

11 So we had no choice. We told  
12 Moshe about the challenge at the port, that the  
13 guy was going to not work with us and wanted to  
14 auction off the product. We had no choice but  
15 to pay him, we paid him \$700,000, we did. We  
16 told Moshe what we were doing, we parked the  
17 product, as I mentioned earlier, we have a  
18 facility not from the port, we moved all of our  
19 sodium chloride to our site and also moved the  
20 calcium parked at our warehouse. And we told  
21 Moshe, in fact until this day it is still  
22 there, to go take it. Make sure you take off  
23 the brand name, remove it, dispose of it as you  
24 wish, sell it to whom. He mention that he had  
25 some customers interested in buying it. Talk

JOSEPH COHEN

to our team about it. We thought we did the right thing by protecting the integrity of the brand and moving it so it wouldn't be auctioned off. And that's what we did.

And we're paying to this point space and rent for this calcium that is sitting there. We don't want it here.

Q. When did you first receive a complaint about hardening of the product?

A. It wasn't until later.

Q. Later when?

A. I would say late December. Again, you will get a complaint or two, but when I start getting a bunch of complaints, that didn't start happening until later. My guess it wasn't until they started selling the product that they actually had the consumers walk back in, I bought a bag for 25 or 30 dollars and it is harden. Give me my money back.

Home Depot is a very vocal operator they will call you on the cell phone and say you need to fix it. Fixing it means ship it back at our expense and ship us



1 JOSEPH COHEN

2 something that is a salable, workable.

3 Q. Was it hardened when you shipped  
4 it?

5 A. Well, we off-loaded from the port  
6 when the product came right in at that point  
7 what we did get in October that started going  
8 out, we were in such a rush given the delay to  
9 not thoroughly look through every bag. We sent  
10 what we could.

11 Q. Did you inspect the sampling to  
12 see if it was hardened?

13 A. I don't recall.

14 Q. Do you recall if anybody found any  
15 hardened bags before they left and went to Home  
16 Depot?

17 A. I don't recall.

18 Q. What facts do you have that the  
19 product was hardened at the time it was  
20 delivered to Snow Joe?

21 MR. BURSTEIN: Objection to the  
22 form. You can answer.

23 A. We sell a lot of ice melt and we  
24 rarely see issues like this. And when we  
25 actually got the product back we thought

1 JOSEPH COHEN

2 initially maybe it was the top layer. If you  
3 think about it, bags of calcium they are  
4 stacked on a pallet, we thought maybe the top  
5 got water damage, but we actually looked  
6 through it, it was hardened toward the bottom  
7 of it.

8 Q. Again, what if any facts do you  
9 have to suggest that it was caused by  
10 Northrock?

11 A. I never suggested that they caused  
12 it directly.

13 Q. Are you saying -- Northrock -- of  
14 course you're not alleging that Northrock knew  
15 that the product was hardened, are you?

16 MR. BURSTEIN: Objection to the  
17 form of the question.

18 A. I would hope not.

19 Q. You don't have any reason to  
20 believe they knew?

21 MR. BURSTEIN: Objection to the  
22 form of the question.

23 A. Specifically I want to be clear,  
24 we are talking about the calcium from Egypt.

25 Q. Yes.

1 JOSEPH COHEN

2 A. That was supposed to come in  
3 quickly and arrived later.

4 I can't imagine that purposely  
5 they knew the product was hardened and sent it  
6 to us. I don't think so.

7 Q. Isn't it fair to say that Snow Joe  
8 assumed the risk of a problem with the product?

9 MR. BURSTEIN: Objection to the  
10 form of the question.

11 A. No.

12 Q. Well you bought the product from  
13 Northrock, right?

14 A. Brian, we buy product from a lot  
15 of vendors. The obligation and it's the same  
16 with us when we sell to customers. It is our  
17 responsibility when we sell product to a  
18 customer to stand behind the quality of the  
19 product.

20 We make pressure washers, for  
21 example, Snow Joe does, we don't actually  
22 produce them, we source them. It is our name  
23 on the box and goes out the door and if it's  
24 poor workmanship at the factory level, it's  
25 irrelevant that the factory produced it, it

JOSEPH COHEN

wasn't Snow Joe. We have to take responsibility for it.

Brian, our transaction with Northrock and Dart was to buy salable product, period. It didn't matter where it was coming from. How it was coming in. We were told that we were going to get calcium promptly so we could sell it. It is not a complicated business. Make a profit on the sale and move on.

Instead, it came in egregiously late. We sent it to the Home Depot and started coming back. That's a problem. It happens, but it is a problem.

Q. Go ahead, finish.

A. I'm done at this point.

Q. I may have asked this before and I apologize if it is repetitive. Do you recall that Snow Joe requested to reroute the shipment to Delaware; is that correct?

A. I do.

Q. Do you know whether that contributed to the delay?

A. Absolutely not.

Q. Absolutely not you don't know or

1 JOSEPH COHEN

2 absolutely not it do not contribute to the  
3 delay?

4 A. Thanks for clarifying. The  
5 latter, it did not contribute to the delay.

6 Q. How do you know that?

7 A. We made it clear at the beginning  
8 of the asset discussion, the purchase  
9 agreement, that our warehouse and distribution  
10 center was in New Castle, Delaware and that  
11 product needed to arrive in New Castle. And  
12 Delaware from New Jersey, which I believe is  
13 where they normally would off-load product,  
14 nautical milewise it is not a far distance. In  
15 fact it would be a shorter distance to deliver  
16 to Delaware than it would be to bring it into  
17 New Jersey.

18 Q. What is the dollar value of the  
19 inventory that Snow Joe claims is substandard?

20 A. I don't recall the exact amount.

21 Q. Did you ever know the exact  
22 amount?

23 A. Ballpark, but not the exact  
24 amount.

25 Q. Can you, with any reasonable

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JOSEPH COHEN

degree of certainty, say what percentage of the inventory was bad and what percentage was good?

MR. BURSTEIN: Objection to the form of the question.

A. Now I mean certainly we know what was bad and what was good.

Q. How much was bad and how much was good?

A. As you said before, I don't recall the exact amount.

Q. Ballpark?

A. The value of the calcium that wasn't salable plus the ripped bags as I mentioned, the decrepit bags, the soot filled bags, branded product that wasn't ours.

Q. Have you calculated those numbers? Has Snow Joe calculate those numbers in this case?

A. I defer to counsel, I believe we do.

Q. They don't have to answer questions today, but we will talk to them.

You do agree that for a period of time you were paying COD, cash on delivery, for

1 JOSEPH COHEN

2 the product; correct?

3 A. Can you clarify product?

4 Q. Well, I can ask, was there a  
5 particular product that you were paying for in  
6 advance?

7 A. That was as I mentioned earlier,  
8 Brian, the calcium.

9 Q. Yes, that is where I'm going. I'm  
10 not trying to trick you. I'm just trying to  
11 find out what happened.

12 A. Apologies if I take a specific  
13 tone on it, but you started off after the break  
14 referring to a quote that I did not give.

15 Q. Okay, well.

16 A. I'm a simple guy, Brian, at the  
17 end of the day.

18 Q. I'm simple too.

19 MR. BURSTEIN: I just remind the  
20 witness to answer the question that was  
21 asked.

22 MR. BOYLE: Thank you, Judd. I'm  
23 going to try to share my screen, but I'm  
24 not the best at it. Bear with me.

25 Q. Can you see this document?

1 JOSEPH COHEN

2 MR. BURSTEIN: I don't think I can.

3 I could be wrong. I can see it. I can see  
4 it. Can you see it Joe?

5 THE WITNESS: Yes, I see it. I only  
6 see the top half of it.

7 Q. That is your signature, right,  
8 DocuSign?

9 A. Bear with me Brian. Are you  
10 zooming or am I.

11 Q. If you need me to zoom in I can?

12 A. Can you zoom out. Okay, good.  
13 Sorry one more out. There you go. Okay. Can  
14 I read it?

15 Q. I don't want to misquote you so I  
16 direct your attention to paragraph 5.

17 A. Can I read it?

18 Q. Please. Read the whole thing.

19 (Witness reviewing document.)

20 A. Okay, I read it.

21 Q. Does that refresh your  
22 recollection that you did say what I said after  
23 the break?

24 A. Brian, that is not what you asked.  
25 You said I said it today. You are referring to



1 JOSEPH COHEN

2 a document that I submitted before.

3 Q. Okay. I didn't say you said it  
4 today. I said you said it previously under  
5 oath, which is accurate.

6 Look at paragraph 5, does that  
7 remain accurate today?

8 A. It does.

9 Q. Other than the hardening of the  
10 calcium, what else about the product is bad, if  
11 anything?

12 A. As I told you before, we had bags  
13 that were received that were unsellable,  
14 unfillable, useless.

15 Q. How many?

16 A. I can't quantify the amount today.

17 Q. Can you quantify the amount before  
18 we go to trial?

19 MR. BURSTEIN: Can you repeat the  
20 question?

21 MR. BOYLE: I will start again. My  
22 bad. A matter time before I get cute, my  
23 apologies.

24 Q. So the bulk calcium chloride  
25 pellets, what percentage of those, if you know,

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JOSEPH COHEN

was salable?

A. You mean these are the calcium pellets in the big bags, the super sacks?

Q. Yes.

A. Very view were salable at value.

Q. Did Snow Joe keep a record of defective products?

A. We did.

Q. Did you e-mail Northrock and say, hey guys, the product is defective?

MR. BURSTEIN: Objection to the form of the question.

A. There were discussions with Northrock about -- and Barry at Dart about the challenged material. And the material that you're referring to now I believe it's in Bayonne, New Jersey which we are not near that facility was left there. We were hoping to find someone that could take it in an as is condition or in the condition that it was there given that it was in such bad shape for us to be able to utilize it.

When we did the deal, we expected that that material would be able to be bagged

1 JOSEPH COHEN

2 and sold as calcium pellets in a bag which is  
3 our intent.

4 Q. Where was that material at the  
5 time of the sale?

6 A. The bulk material, the bulk and  
7 sacks was in Bayonne.

8 Q. Isn't it true that Snow Joe  
9 represented that they had inspected that  
10 material and agreed to the quality before the  
11 sale?

12 A. As I said earlier, we were able to  
13 look at what with could. They are 2000 pound  
14 sacks, we could not physically move every one  
15 of them. We relied on what we were told, it is  
16 good product. There might be some hardening,  
17 but acceptable product to be bagged. Not the  
18 case when we finally moved some product to  
19 Delaware to be bagged which is where our plant  
20 is, our operator at the plant said this is not  
21 acceptable, it can't be bagged, it would ruin  
22 the machine and would not be fillable.

23 Q. Is there documentation of that?

24 A. I don't recall.

25 Q. Is there anybody else at Snow Joe

1 JOSEPH COHEN

2 that would know whether there is documentation  
3 of that?

4 A. I don't recall.

5 Q. Has Snow Joe searched for and  
6 made a good faith effort to find any and all  
7 documents regarding alleged defective products?

8 A. Yes.

9 Q. As we sit here today you're  
10 unaware of any communication in writing from  
11 Snow Joe to Northrock or Mr. Wechsler regarding  
12 defective product?

13 MR. BURSTEIN: Objection to the  
14 form of the question. Again, you can  
15 answer.

16 A. I know there were many  
17 conversations about defective product with  
18 Moshe directly. As I said earlier, there might  
19 be documents about defective, I don't recall  
20 them at the moment.

21 Q. Snow Joe looked for said  
22 documents. An effort was made to find those  
23 documents in connection with this case?

24 A. We take this case and matter very  
25 seriously. And everything was taken seriously

1 JOSEPH COHEN

2 at the point for uncovering and putting our  
3 documents in order.

4 Q. Understood. So you would agree if  
5 there was communications from -- written  
6 communications from Snow Joe to Northrock  
7 regarding these allegations about the quality  
8 of the product, you would want to find them,  
9 right?

10 MR. BURSTEIN: Was it just -- I  
11 want to make sure, you wanted to find them,  
12 was that the question?

13 MR. BOYLE: You would want to find  
14 them.

15 MR. BURSTEIN: That's fine.

16 MR. BOYLE: No problem.

17 A. We, of course, would want to find  
18 all relevant documents pertaining to this  
19 matter. In addition we have had many  
20 telephonic conversations with Moshe about all  
21 facets of this deal from inception to post on  
22 the telephone.

23 Q. So the contention is that a rather  
24 large percentage of the inventory that was  
25 provided was substandard, fair? That's your

1 JOSEPH COHEN

2 contention, right?

3 MR. BURSTEIN: Objection to form of  
4 the question, you can answer.

5 A. As I said earlier, there was a  
6 large amount of product that was unsalable.

7 Q. That did not even approach the  
8 agreed upon quality standards, right?

9 A. Yes.

10 Q. Given that, you believe it's  
11 reasonable that Snow Joe does not have one  
12 writing to Northrock complaining about these  
13 products?

14 MR. BURSTEIN: Objection to the  
15 form of the question.

16 A. I didn't say that, Brian. I said  
17 I don't recall an exact letter if in writing  
18 was sent about it. I know there was numerous  
19 conversations, I was party to many of those  
20 conversations.

21 Q. So there was never a formal notice  
22 of default sent to Northrock, is that fair?

23 A. I don't recall.

24 Q. As far as you know as a  
25 representative of Snow Joe, Snow Joe never sent

1 JOSEPH COHEN

2 a notice of breach or otherwise notified in  
3 writing that these alleged breaches occurred?

4 MR. BURSTEIN: Objection to the  
5 form asked and answered.

6 A. I know with certainty I did send  
7 e-mails to Moshe post our closing listing in  
8 detail all the different things that needed to  
9 be addressed. We didn't get the website. We  
10 still to this day don't have the website.

11 Q. Which website, so I know? Which  
12 website are you referring to?

13 A. DartSP.com.

14 MR. BOYLE: I'm going to share my  
15 screen. I'm going to mark the first  
16 exhibit as Exhibit 1, the declaration.

17 (Exhibit 1 for identification,  
18 Declaration.)

19 MR. BURSTEIN: Can you say which  
20 exhibit you're referring to? Is it the  
21 affidavit.

22 MR. BOYLE: Yes, it's the  
23 declaration. We will get you copies of  
24 exhibits.

25 MR. BURSTEIN: I want to make sure

1 JOSEPH COHEN

2 that I know what we are talking about.

3 MR. BOYLE: Now, the next one that  
4 I'm going to mark as number 2 is going to  
5 blow everybody's mind because it says  
6 Exhibit 1 on the first page, but it is the  
7 asset purchase agreement.

8 (Exhibit 2 for identification, Asset  
9 purchase agreement.)

10 Q. Can you see that document?

11 A. I do see the document. I see the  
12 first page.

13 Q. The first page, yes?

14 A. Yes.

15 Q. Give me one second. I'll show you  
16 Exhibit F, list of inventory, do you see that?  
17 Obviously you can't read it but do you see it?

18 A. Is there a question.

19 Q. Can you see this document?

20 A. Very hard to see, but I see, yes,  
21 this is Excel file.

22 Q. This is Exhibit F to the asset  
23 purchase agreement that we were just looking at  
24 which is a list of inventory. Do you see that?

25 A. I see it says list of inventory.



1 JOSEPH COHEN

2 Q. And it lists some inventory and I  
3 want to go through this and tell me which of  
4 these were defective and which were sold.

5 Snow Joe sold product that it  
6 bought from Northrock, right?

7 A. Yes.

8 Q. All of it wasn't bad, right?

9 A. Yes.

10 Q. So looking at this Exhibit F, can  
11 you read it or is it still too small?

12 A. I can see it now.

13 Q. The first thing is calcium super  
14 sacks, is that what we were talking about  
15 before?

16 MR. BURSTEIN: Objection to the  
17 form.

18 Q. What are calcium super sacks?

19 A. These are the large 2000 pound  
20 bulk calcium pellets.

21 Q. And those are the ones that we  
22 were talking about before that you said were  
23 not usable?

24 A. Yes.

25 Q. All of them or just a portion?

1 JOSEPH COHEN

2 A. The majority.

3 Q. Where are those now?

4 A. I don't recall where they are  
5 today.

6 Q. Did you take photographs of the  
7 defective materials?

8 A. I did not.

9 Q. Did Snow Joe take any pictures of  
10 the defective materials?

11 A. They might have.

12 Q. Who at Snow Joe would know that?

13 A. I don't recall.

14 Q. Did you instruct anybody to make  
15 sure that you document the defective product?

16 MR. BURSTEIN: Objection to the  
17 form of the question.

18 A. I might have.

19 Q. Who would you have directed to do  
20 so?

21 A. It might have been somebody at a  
22 warehouse level. I don't recall offhand.

23 Q. You're saying the inventory was  
24 damaged as a result of moisture and hardening;  
25 is that right or is that different for the 2000

1 JOSEPH COHEN

2 pound bags?

3 A. I can't speak to why the inventory  
4 at Bayonne was hardened. I can't speak to that  
5 other than it was.

6 Q. Do you know when it became  
7 hardened?

8 A. No.

9 Q. Do you know if it was before or  
10 after Snow Joe inspected it?

11 A. As I said earlier, we inspected  
12 what we could. We were told some of it was  
13 hardened potentially at the top. Someone is  
14 moving the page.

15 Q. That's me. Too many screens here.  
16 Sorry about that.

17 A. It wasn't until we started moving  
18 the sacks from Bayonne to Delaware where our  
19 plant is, our ice melt plant is, that we  
20 started realizing that the material in the  
21 sacks was unfillable for the bags. To be  
22 bagged, to clarify. Unfillable to be bagged.  
23 It became like rocks.

24 Q. When did you discover that?

25 A. I don't recall the exact date.

1 JOSEPH COHEN

2 Q. Before October?

3 A. No, it would have been after that.

4 Q. Now, for a moment we will go back  
5 on this page. I'm showing you Section 2.7.

6 Are you with me?

7 A. I'm with you.

8 Q. Can you read the last sentence for  
9 me please?

10 A. "Purchaser represents and warrants  
11 to seller that prior to closing purchaser has  
12 had the opportunity to inspect and is satisfied  
13 with the condition of all inventory."

14 Q. You signed this document, right?

15 A. I did.

16 Q. Who from Snow Joe inspected the  
17 inventory?

18 A. One of our warehouse managers.

19 Q. Do you remember if it was a  
20 gentleman named Brett Bernstein? Does that  
21 sound right?

22 A. Brett did work for us at the time,  
23 it might have been him.

24 Q. What about Paul Riley, did he  
25 visit it?

1 JOSEPH COHEN

2 A. I don't recall if he visited.

3 Q. Who is Paul Riley?

4 A. Paul was Snow Joe's chief  
5 operating officer.

6 Q. Is he still with Snow Joe?

7 A. He is not.

8 Q. Why did you leave?

9 MR. BURSTEIN: Objection to the  
10 form of the question. You can answer.

11 A. He is employed with another  
12 company at this time.

13 Q. Is that other company owned by  
14 you?

15 A. It is.

16 Q. What is that other company?

17 A. All Season Power.

18 Q. Does Snow Joe still operate under  
19 the name Snow Joe?

20 A. I don't follow the question.

21 Q. The asset purchaser was Snow  
22 Joe LLC and Joseph Cohen was the manager and  
23 CEO. Does that entity still exist?

24 A. It does.

25 Q. Is that entity still in operation?

1 JOSEPH COHEN

2 A. It is not.

3 Q. What happened to its assets?

4 A. Its assets were wold.

5 Q. To whom?

6 A. Wells Fargo.

7 Q. When?

8 A. February of this year, February of  
9 2024.

10 Q. What was the price?

11 A. I don't have the exact number.

12 Q. Was there a foreclosure sale?

13 A. It was.

14 Q. Is it final, is the foreclosure  
15 sale final and closed?

16 A. Yes.

17 Q. Do you know who currently owns the  
18 assets that Wells Fargo purchased?

19 A. I do.

20 Q. Who?

21 A. Another entity called Weather  
22 Brands.

23 Q. Do you own that entity too?

24 A. I do not.

25 Q. Who owns that one?

1 JOSEPH COHEN

2 A. Investors.

3 Q. Investors that you found?

4 A. Some yes, some no.

5 Q. Are you being compensated in any  
6 way for the operations of this new business  
7 using Snow Joe's assets?

8 MR. BURSTEIN: Objection to the  
9 form of the question.

10 A. I said earlier, Brian, I operate  
11 the company call All Season Power. That is our  
12 operating business. And today we are a  
13 licensee of the Snow Joe brands.

14 Q. Licensee from who? Who is the  
15 licensor?

16 A. Weather Brands.

17 Q. So Weather Brands is under your  
18 Joe umbrella, so to speak, that you were  
19 describing earlier?

20 MR. BURSTEIN: Objection to the  
21 form of the question.

22 A. No.

23 Q. What if any benefit do you,  
24 Mr. Cohen, receive from Weather Brands and use  
25 of the assets of Snow Joe?

1 JOSEPH COHEN

2 MR. BURSTEIN: Objection to form.

3 Q. What do you get out of it?

4 MR. BURSTEIN: Wait, wait. I  
5 thought question was over and you added  
6 something to it.

7 Can we just go back and so the  
8 record is clear or I'm happy to object to  
9 the form -- I will just object to the form  
10 of the entire question as opposed to where  
11 I interjected my objection to form.

12 MR. BOYLE: Let me see if I could  
13 get at this a different way. I'm trying to  
14 get to the point.

15 Q. Snow Joe sold all of its assets as  
16 a foreclosure sale, right?

17 A. Yes. I want to be specific with  
18 you in a response because it is more technical.  
19 Actually you might want to go back up to that  
20 asset agreement because it did refresh my  
21 recollection. We could go back to that in a  
22 minute.

23 Snow Joe had an obligation to its  
24 lender and its lender foreclosed on its assets  
25 because of its outstanding obligation.



1 JOSEPH COHEN

2 Q. And then another third-party  
3 purchased those assets, right?

4 A. That's right.

5 Q. Did you derive any financial  
6 benefit from that third-party's use of those  
7 assets?

8 A. No.

9 Q. No. Do the former investors in  
10 Snow Joe LLC have any interest in this new  
11 entity, Weather Brands?

12 A. No.

13 Q. You mentioned earlier about a  
14 website that was not transmitted. I think it  
15 was Dart SP; is that right? Is that what you  
16 said?

17 A. Yes.

18 Q. I'm showing you Schedule A to the  
19 asset purchase agreement. Are you with me?

20 A. I am.

21 Q. Does this list the domain names  
22 that you're purchasing, right?

23 A. It lists some of them. If you  
24 scroll back up to the top of the agreement --  
25 I'm glad you brought it up. There is a very

JOSEPH COHEN

specific section that we put into this agreement that spoke to Dart and Dart Seasonal. Somewhere towards the beginning, a whereas clause the beginning of this agreement. I think it is the first one. The brand Dart Ice Melt and there is another section that I believe that speaks to Dart.

Q. So Domain Name Assignment Agreement. It lists domain names. Do you see that? It references schedule A. Do you know anywhere else in this document where it refers to the DartSP.com domain name?

A. As I said, up at the top of the agreement in the actual asset agreement we made a general reference to all Dart Seasonal products.

Q. But doesn't this domain name assignment agreement expressly apply to domain names --

MR. BURSTEIN: Don't answer the question until I had an opportunity to object. Objection to form, now you can answer.

A. We asked for a list of the domain

JOSEPH COHEN

names pertaining to Dart and Northrock. We were provided a list of what they are and took it at face value. We made certain to put it into the agreement that all references to Dart be conveyed to us. When we received the bag inventory, the Dart SP name was printed on all of the bags.

Q. How long was the delay in getting the domain name, do you recall?

MR. BURSTEIN: Objection to the form of the question. Please, Mr. Cohen, take a -- skip a beat so I can interpose an objection if it is appropriate.

A. After I answer if it is all right with everybody if we could take a bathroom break?

Q. Sure.

A. I'm rushing for the sake of getting to the restroom.

What was the question again, Brian?

MR. BOYLE: Can you read it back?

I don't remember what it was

MR. BURSTEIN: If there is a

JOSEPH COHEN

question pending then Mr. Cohen has an obligation to answer it before the break. If you want to read back the question from the record he has an obligation to answer it. If it is being rephrased I want to take the break before another question is asked. I'm happy to have him answer it if you want to have the question read back by the court reporter.

(Requested portion of record read.)

A. We -- to this day we still do not have the domain name.

MR. BOYLE: Okay, let's take a break. We're probably going to take a lunch, I don't know if you want to do it now or later.

MR. BURSTEIN: Your choice.

MR. BOYLE: Break now until one o'clock.

(Lunch recess taken at 12:08 p.m.)

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JOSEPH COHEN

A F T E R N O O N        S E S S I O N

1:11 p.m.

J O S E P H        C O H E N ,

resumed, having been previously duly sworn,  
was examined and testified further as  
follows:

BY MR. BOYLE:

Q.        Mr. Cohen, we are back on the  
record. You're still under oath?

A.        Yes.

Q.        I want to talk about Home Depot  
for a moment. You had said earlier that there  
were problems and Home Depot was upset and they  
stopped using Snow Joe; is that right?

A.        Not exactly.

Q.        Tell me what happened with Home  
Depot?

A.        As I mentioned -- I'm assuming  
pertaining to this transaction?

Q.        Yes.

A.        We entered into this deal and  
communicated to the Home Depot that we are now  
going to be supplying them ice melt in this  
very important market. The way Home Depot

JOSEPH COHEN

divides the geography is by market region and store number. Store numbers, they have a lot of stores in the country so everyone gets a portion and you're assigned your location or allocation of the stores which you fulfill.

So we had started out letting them know, hey, we are acquiring Dart and Northrock and we are going to be selling Blue Heat and Pellets of Fire and other Frosty's, these are didn't brands names of product in Market 15 in, amongst other markets. These are north New Jersey right near New York City. These are very highly trafficked stores, a lot of activity and a lot of volume. This was early on, they were happy for us. We communicated to them about this transaction. And off we went.

As I mentioned when we did this agreement with Northrock, Moshe, Barry, in the beginning of August when we signed it, we were talking about it beforehand. I believe we closed on it the end of August, August 23rd or 24th. The expectation was that we would meet in the asset agreement the September load-in, which is, I don't recall the exact page in the

JOSEPH COHEN

asset agreement, but there is a section which talks about the award.

So Home Depot gives vendors awards based on each upcoming season and they say here are your stores, here is the information, so on and so forth.

We are excited about the deal, paid a million dollars for the deposit, 3.4 million thereafter. We are expected to meet our obligation of the deal and supply Home Depot with this program or the load-in and we were unable because a key element of this was getting the material there promptly.

Home Depot, as I mentioned earlier today, has a Pro business and a consumer business. The Pro business is very important to them. As you could imagine these are customers that buy in bulk, they buy early, they are not dependent necessarily on the weather because commercial landscapers buy -- they have an obligation to salt the sidewalks, for example, of an a grocery chain or parking lot or sports stadium. So they go to Home Depot, their trusted source to buy product and

JOSEPH COHEN

that is the early season, it's usually the Pro season.

So closed on this transaction in August, calcium doesn't arrive until the end of October, the last day of October beginning of November, we are exceptionally late and Home Depot was very angry with us. Conversations on Teams meetings with them about how serious they take this business and how late we were. And we were already trying to do damage control considering the lateness, but we had lost so much. It is one thing to a week, two, three weeks late, to be 60 days is a very short selling season late is very challenging.

We had a lot of aggravation and challenge with them in the early part of November and mid part of November as stuff started to come in.

Build on top of that there were further issues and one is the calcium, but as I mentioned earlier today, too, they couldn't -- they, Home Depot, couldn't transmit orders to us because we had asked Moshe and Barry for the vendor numbers for Home Depot so we could get



JOSEPH COHEN

the purchase orders immediately. We needed it urgently. This deal was already happening late because the load-ins were September and everyone understood and was in the agreement that the load-ins were September. There is e-mails from Home Depot about the load-ins being September. We were aware of it. We needed to get the connectivity.

And Home Depot does something called EDI, Electronic Data Interchange, to bring us the orders. We needed the vender number and we asked to get that vendor number after we -- I want to say weeks for us to get the number. It wasn't until I believe maybe the second week of September we got the vendor number. Which was ridiculous that it took as long as it did. We finally got it. So we were late to get the order from Home Depot. That was one misgiving.

Then we come back and they tell us, yeah, not going to get the calcium bagged product until much later. It made us look so inept in our ability to do it. They were really upset with us and rightfully so. We

JOSEPH COHEN

weren't able to execute and deliver on time.

Q. As a result of that Snow Joe alleges that they lost the relationship with Home Depot?

A. Well, it didn't happen overnight. We were late to ship. Now we finally do ship the calcium, field stores start calling and complain, some of the product is hardened and they need returns and send it back. This started, you know, moving forward. This was season -- we closed on this deal with Northrock and Barry and Moshe in August of '22. So this would be the winter of '22/'23. That is how they look at a season, sort of two years in the calendar years, but it is really the '22/'23 season.

It wasn't until the '23/'24 season subsequently that we realized that Home Depot pulled the key market, 15, away from us. We did have some business in '23/'24 still remaining with Home Depot, we weren't totally gone from the Home Depot. But then we find out later in the '23/'24 season that we lost Market 15

JOSEPH COHEN

which is the biggest market among others to  
Blue Minerals.

Home Depot sends out this  
electronic report that shows all the different  
vendors of who they're buying from. What  
stores and we lost that key market. I mean  
this is really the heart and sole of the  
business was Market 15. That is the most  
aggressive market and if I recall a number in  
the sales analysis that Home Depot gives some  
150,000 bags or so were sold in Market 15 to  
Blue Minerals that I recall of of orders that  
we were expecting. Again we paid a lot of  
money for this brand and as I mentioned earlier  
then actually go to a store, I remember this  
vividly and seeing -- it is one thing that you  
lose it to a competitor because whatever.

We didn't offer Home Depot a  
higher the subsequent year, we gave Home Depot  
the same price. They bought it from us  
currently. They are aware of us and they  
awarded the Market 15 to Blue Minerals. And  
then, of course, as you start to go into the  
store and you see Blue Fire, same looking bag.

JOSEPH COHEN

Flakes of Fire in our space that we bought. We --  
I look like a buffoon in our business for  
agreeing to this deal because I trusted or and  
this never happened before.

Q. So it is your recollection that  
Snow Joe had fewer Home Depot stores in the  
2023/2024 season versus the prior season,  
2022/2023?

A. In the 2023/'24 season we lost  
Market 15 to Blue Minerals, subsequently found  
that out because they supplied us with that  
record. Now we did pick up additional  
noncritical stores in that season, but that's -- again,  
as I mentioned, Market 15 is the Holy Grail of  
ice melt. This is Union, New Jersey,  
Teterboro, Secaucus, these are key highly dense  
populated, all the way up to Route 9 you go  
into north New Jersey and into New York City.  
This is a dense area.

Getting some store awards where  
you live in Washington, D.C., forgive me if I  
don't recall, I think you said you lived in  
Virginia, right?

Q. Maryland.

1 JOSEPH COHEN

2 A. Not much snow down in Maryland and  
3 it is not as robust a market as Market 15. So  
4 we lost the key market not to anybody else,  
5 some random competitor. There are plenty of  
6 competitors in the space, we lost this to Blue  
7 Minerals. That's the pain point.

8 Q. Would you agree with me that Snow  
9 Joe had more Home Depot stores in the 2023  
10 season versus the 2022 season?

11 A. It doesn't matter. It depends on  
12 the store. You could have a store --

13 Q. I'm not asking you the  
14 significance of it. Would you agree that Snow  
15 Joe had more stores?

16 A. I'd have to double-check the store  
17 count. I do recall that we had more store  
18 numbers, but lost the high volume stores. The  
19 mega stores which were Market 15.

20 Q. How many did Snow Joe have for  
21 this season, '24/'25?

22 A. Excuse me, this -- 2024/2025?

23 Q. The current season.

24 A. Now we have zero.

25 Q. Now you have no Home Depot stores?

JOSEPH COHEN

A. Correct.

Q. And you think that is Northrock's fault?

A. I do, yes.

Q. Why?

A. We had lost all credibility with the Home Depot. We got off to a horrible start in '22/'23 with the Home Depot. They were beyond upset with our lateness and delivery. They were upset with the quality of the product. Then we find out and uncover that Blue Minerals goes into Market 15 and is in that market. We represented to them that we are the owner of this market and we own it and we are going to be partners in this as we grow into it and to be underpinned by Moshe and Barry in the space was a big credibility hit to us.

It was unrecoverable from the Home Depot's perspective what we did to them in the previous season.

Q. Just to summarize and make sure that I understand. Between the 2022 season and the 2023 season, Home Depot increased the

JOSEPH COHEN

number of stores but took away the high volume stores; is that right?

A. I don't recall the exact --

MR. BURSTEIN: Objection to the form of the question.

A. I don't recall the exact number of stores, but what I do recall accurately is Market 15 was -- by the way, Barry, Moshe, very clear to me in the beginning these are the mega stores and they worked hard to win them and this is where the volume is and don't worry about the lower markets and other areas that have less impactful snow. These are the high volume stores that get a lot of attention at Home Depot to Market 15.

That was the ones -- when you take a store, a Market 15 store can move 20, 30,000 bags of product versus a non-volume high volume store could only move maybe a few hundred to maximum a thousand bags for a season. So very very big mathematical magnitude differential delta between the key driving locations versus the non.

So when we did the deal we had all

JOSEPH COHEN

of those locations as part of our purchase agreement. Enter the subsequent season we lost the heavy stores, the big stores and that was a real disappointing blow to us. Later to find that it was Blue Minerals was even worse.

Q. Did you try to get stores in 2024/2025?

A. We did.

Q. And you got awarded none?

A. They went with another -- they don't share who they go with during their line review process. You meet them earlier in the year. You offer up your pricing and any changes to the business in terms of location or geography or where you're shipping from. We offered a no price increase, we offered to keep the price the same and they responded with we are still going to work with you on shovels and other areas, but we have gone with a different provider for the season.

In two short years from when we sent in in August a million dollar deposit, \$3.4 million on the close and \$2 million and how to pay a port for a problem that shouldn't



JOSEPH COHEN

1  
2 have been a problem because we should have  
3 gotten the calcium delivered straightaway and  
4 paid on net terms, which we didn't. In two  
5 short years we went from having the best  
6 stores, a brand that thought we had, Blue Heat  
7 and Pellets of Fire to losing the business out  
8 to the guys that sold us the product is  
9 unrecoverable.

10 Frankly I don't know if Home Depot  
11 trusts us at this point if we come to them with  
12 a new product. In the back of their mind, they  
13 say, well, maybe not, maybe we could get a  
14 better price. I don't know what Blue Minerals  
15 is charging Home Depot for product and they are  
16 cheaper than us. Home Depot won't share that  
17 with us. All I know is we don't have the  
18 business.

19 Q. So as part of the contract  
20 essentially you were purchasing the Home Depot  
21 relationship, is that fair?

22 A. The award, we were purchasing  
23 the -- the business that was awarded to them  
24 and just to finish. And it was proffered that  
25 this was a legacy business that Dart and

JOSEPH COHEN

Northrock were running for many, many years. They had this market, Market 15. This was their backyard and these were highly travelled stores. That is how I got this deal brought to me was through a friend of a friend who said speak to these guys, make a deal and expand your business into North Jersey. That was the whole premise of us investing a lot of capital into this transaction.

Q. Isn't it true that before you signed the asset purchase agreement you were aware and knew that Barry Wachsler was the main point of contact with Home Depot for Northrock?

A. No.

Q. When did you learn that or do you know?

A. Well, what I do know is that in the negotiations Moshe took the lead, made it very clear that he is in charge, he runs the show, discussed pricing with him, discussed a deal with him. Barry is a sales guy, he is not important, focus with him.

All the communications about price, about how much we are going to pay

JOSEPH COHEN

upfront, getting -- trying to get the supplier information which we still never got an introduction on that, all of that was led through Moshe.

Conversations with Barry were surrounding, he is a salesman. He is all over the place, but he is a sales guy who is not the main decisionmaker.

Q. Right, but wasn't Barry the sales guy, the point of contact with Home Depot? Didn't you know that before you signed up?

A. It is not atypical that a salesman --

MR. BURSTEIN: He can answer.

But I remind the witness going forward with your answer and remind the witness that he should listen to the question, whether it's a yes or no question. But you started the question and you should continue to answer it.

A. I lost my train of thought of the question anyways.

Q. I forgot the question too.

MR. BOYLE: Can you read it back?

(Requested portion of record read.)

1 JOSEPH COHEN

2 A. No.

3 Q. No, you did not know that before  
4 you signed up?

5 A. Correct, no.

6 Q. Did Moshe encourage you to hire  
7 Barry?

8 A. Yes.

9 Q. Why didn't you hire Barry?

10 A. Barry made it clear he was not  
11 interested in being in the ice melt business.  
12 He presented himself as a very strange  
13 individual, made some pretty disparaging  
14 remarks that made my staff uncomfortable about  
15 ethnicity and religion in our office. About  
16 whether we are or not observant from a Judaic  
17 perspective, among a few other things.

18 We have our own salespeople for  
19 the Home Depot. There was no need for us to  
20 engage in another salesperson. And we left it  
21 at that and we moved on with our lives.

22 Q. But you did offer Barry a  
23 position, didn't you?

24 A. At one point before we met him, I  
25 believe we met him on several occasions in

JOSEPH COHEN

person. We said something to the effect of, come and be a sales -- contracted sales guy, help us grow the market and he turned it down and he said he has no interest. I'm going to go find myself. See what I want to do. I'm not interested. I have been in the snow business for a long time, I have no interest in going back. Things along those lines which made us and frankly didn't put too much stock into him and moved on.

Q. Do you recall how much you offered to pay him?

A. I don't.

Q. What about the other operational employees at Northrock, did you hire any of them?

A. I believe there was one individual --

Q. Is Ilana the name? Is that the person?

A. Yes, I believe so.

Q. How long did she say with Snow Joe?

A. I don't recall the exact time, not long.

1 JOSEPH COHEN

2 Q. Within months, right?

3 A. I would say months.

4 Q. After the acquisition of  
5 Northrock's assets, Snow Joe did not keep on  
6 any of the employees who had a relationship  
7 with Home Depot, right?

8 A. Correct.

9 Q. And you have no contract with  
10 Mr. Wechsler, right?

11 A. Sorry, we have the asset purchase  
12 agreement with Moshe.

13 Q. Mr. Barry Wachsler, do you have  
14 any contractual relationship with him?

15 A. I do not.

16 Q. He was not a party to any of the  
17 agreements including the noncompete, right?

18 A. I don't recall.

19 Q. You do not recall whether you have  
20 any contractual relationship with Mr. Barry  
21 Wachsler?

22 A. Yes.

23 Q. Other than what we talked about  
24 before, do you have any knowledge, personal  
25 knowledge that Moshe Wechsler benefitted in any

1 JOSEPH COHEN

2 way from the competition which you described  
3 today?

4 A. As I said before, having a running  
5 business in perpetuity is worth something. And  
6 us uncovering that he is the same individual  
7 and the address and the pointing to his  
8 location among everything else is beyond --  
9 frankly, just beyond disgusting of what we had  
10 to get to and find out.

11 And from our vantage point we  
12 paid \$6 million plus or minus, a little more  
13 than that, and we have at the end of the day  
14 lost the business to the guy that we bought --  
15 to the guy that we paid the money to. That's a  
16 first for me.

17 Q. As we sit here today, you still  
18 believe that Mr. Wechsler profited off of Blue  
19 Minerals competition? You still believe that?

20 A. Yes.

21 Q. Can you point me to one piece of  
22 paper that backs that up? One. Anything,  
23 anywhere?

24 MR. BURSTEIN: Objection to the  
25 form of the question.

1 JOSEPH COHEN

2 Q. You can answer.

3 MR. BURSTEIN: I didn't say he  
4 couldn't.

5 A. The Home Depot report that came  
6 out which shows the sales addressed to Blue  
7 Minerals, the address in which Blue Minerals is  
8 registered to. The safety data sheet on Home  
9 Depot's website with the Blue Fire and Flakes  
10 of Fire pointing to his address. He is the  
11 registered person. He is the registered person  
12 on the business.

13 Q. Which Blue Minerals, which one  
14 are you talking about? There is a corporation  
15 and there is a New York corporation and there  
16 is a New Jersey?

17 A. There was a Blue Minerals --

18 MR. BURSTEIN: Wait wait wait.

19 Objection to the form of the question.

20 A. There was a Blue Minerals, as I  
21 mentioned earlier, during the transfer of the  
22 assets assigned to us, intellectual property.  
23 When you look up on the Home Depot, the safety  
24 data sheet, that same Blue Minerals goes to the  
25 same address, same address that belongs to



1 JOSEPH COHEN

2 Moshe and his other entities.

3 Q. Do you have any facts to support  
4 that, to support that Moshe benefitted other  
5 than the address?

6 MR. BURSTEIN: Objection to the  
7 form of the question.

8 A. I believe I have answered that  
9 multiple times already, Brian.

10 Q. How much money do you think  
11 Mr. Moshe has made by competing with Snow Joe?

12 A. You have to ask him.

13 Q. Do you think it is more than what  
14 you owe him under the promissory note and the  
15 documents?

16 A. You'd have to ask him.

17 Q. I'm asking you. Why would  
18 somebody who is owed millions of dollars  
19 sabotage the very company that owes them  
20 millions of dollars, please explain?

21 MR. BURSTEIN: Objection to the  
22 form of the question.

23 A. As I said earlier, we paid a  
24 substantial amount of money, Snow Joe paid a  
25 substantial amount of money to Moshe and Barry

JOSEPH COHEN

in August of '22. A substantial amount of money. What they did with the money, what the prerogative was, to get them out of a bad season and respawn and regenerate to give them life to build a new business, I don't want to hypothesize what the motive was, but the intentions, as I mentioned earlier, are character blocks of building. Why not give us the website.

Today if you call a phone number it goes to a number that belongs -- this whole saga you talk about welcome to the show. Very disappointing.

Q. Throughout this period of time where you're saying that Northrock is perpetually in breach for selling poor product, you're paying them under the contract, right, you're making payments in 2022 and 2023?

MR. BURSTEIN: Objection to the form of the question.

Q. You continued to make payments pursuant to the contract, correct?

MR. BURSTEIN: Wait wait, did you withdraw the prior question?

1 JOSEPH COHEN

2 MR. BOYLE: Yes.

3 MR. BURSTEIN: What.

4 MR. BOYLE: I withdrew the question  
5 that you objected to.

6 MR. BURSTEIN: So what is the new  
7 question? Could we have it read back.

8 (Requested portion of record read.)

9 MR. BURSTEIN: Objection to the  
10 form of the question. Go ahead.

11 A. We made payments, Snow Joe made  
12 payments as I stated earlier, a million on the  
13 contract sign, 3.4 million at the close of the  
14 transaction, we were supposed to get the  
15 calcium delivered promptly, didn't come in. We  
16 were supposed to have net 30 terms, didn't  
17 happen.

18 Throughout the balance of '22  
19 going to '23 we were making payments along the  
20 way. We had no idea until later that what the  
21 strategy was on their part, what the ruse was.

22 Q. When later, when did you discover  
23 that?

24 A. As I mentioned earlier, when we  
25 found that Blue Minerals was the recipient of

JOSEPH COHEN

Market 15, market 15's business, that's when we started our searches online and started putting all the pieces together. We never got the website, they dragged us along, they set us up to fail so they could come back in here and recover the business.

Q. Do you remember if you discovered it before or after January, 2024?

A. I'd have to go back exactly and pinpoint when we got that first e-mail from Home Depot that shows the awards. I don't have the exact date in my mind when it came out. But it came out and listed the stores that we were expecting to get and where it said vendor name, we were expecting it to say Snow Joe LLC and it said -- I believe it was in October of '23 if I'm not mistaken.

Q. So if it was in October of '23 you would agree with me that after that point Snow Joe continued to make payments to Northrock, right?

A. There were several payments made after. We were not certain in October that it was Moshe. It took us a minute to figure it

JOSEPH COHEN

1  
2 out and do our homework and investigation. And  
3 I've had conversation with Moshe directly  
4 around that time, something's not adding up for  
5 us. What's going on? He dismissed it. I  
6 don't know what you're talking about. Things  
7 like that. That it wasn't adding up.

8 Q. When was that?

9 A. Around October/November, 2023.  
10 And ultimately I want to say by the end of the  
11 year of '23 beginning '24 when we saw the state  
12 search of the addresses all belonging and  
13 remember that conversation with my team where  
14 it was all pointing to the same address. We  
15 pulled the brakes and we set out to engage  
16 counsel because we knew we were part of a fraud  
17 that was perpetrated on us.

18 Q. Let me unpack that a little bit.  
19 I understand what you're saying. You received  
20 information about these other entities which  
21 caused you to suspect that Mr. Wechsler was  
22 competing with you; is that a fair statement?

23 A. Yes.

24 Q. What new facts did you learn to  
25 confirm that suspicion, if any?

JOSEPH COHEN

1  
2 A. Well, once we got back the  
3 searches, the address searches and started  
4 seeing all of these entities all pointing to  
5 the same address, then going on Home Depot's  
6 website and seeing the address belonging to  
7 Moshe, then uncovering that the address which  
8 he told us he never owned in New Jersey  
9 belonging to him. All of that made our heart  
10 drop and confirmed -- and we thought along the  
11 way something wasn't right, we knew something  
12 wasn't adding up, but then to find it and  
13 actually pinpoint it, that was the end of any  
14 engagement with Dart and Northrock.

15 Q. And that was in 2023?

16 A. No, that was the end of -- like I  
17 said, the end of '23 beginning of '24. I think  
18 the last payment that we made was in January of  
19 '24.

20 Q. What was that payment for? It was  
21 \$20,000, what was that payment for?

22 A. I don't recall.

23 Q. You talked earlier about the  
24 inventory in Bayonne. Was there allegedly  
25 defective or substandard product in Spotswood?

1 JOSEPH COHEN

2 A. Yes.

3 Q. Tell me about that, please?

4 A. In Spotswood was -- a lot of  
5 product there was raw material, if you would,  
6 bags, jugs, caps, things like that. And we  
7 were told these are fillable bags and easy to  
8 use bags that go on to a machine that a bagger  
9 would use.

10 The bags, I'm not sure if we still  
11 have them today, we might, they were caked in  
12 soot, unfillable. As of stuff was 10, 15 years  
13 dated, old dated product that was sitting  
14 there. There was some good material in there  
15 that was there. Primarily the bags, the jugs,  
16 all unusable for us.

17 Q. You're saying they could have been  
18 sitting in Spotswood for too long?

19 A. I don't know the exact cause that  
20 cause them to be decrepit. I don't know if it  
21 was age, fatigue, sunlight or care. We don't  
22 know what caused it, but it was unusable  
23 product.

24 Q. Did Snow Joe have any internal  
25 discussions before they closed after they

1 JOSEPH COHEN

2 inspected the product about these issues?

3 MR. BURSTEIN: Objection to the  
4 form of the question.

5 A. As I mentioned earlier, some of  
6 this product was buried behind rows of product  
7 or at the very bottom of the pallets. As I said,  
8 there was some good inventory we got out of  
9 Spotswood, bulk sodium chloride, some already  
10 filled product that was usable. There was a  
11 lot of product at the end that was a disaster.  
12 That was unusable, unfillable.

13 Q. So for the moisture I understand,  
14 you're saying there is bags at the bottom of  
15 the pallet or middle of the pallet that you  
16 can't get to, that I understand.

17 I have a question about the soot  
18 or the stuff on top, why would your guys not  
19 have seen that? Why shouldn't they have seen  
20 that?

21 MR. BURSTEIN: Objection to the  
22 form of the question.

23 A. So if you're familiar with how a  
24 fill process would work. Bags come on roles  
25 and you can easily put thousands of bags on a



JOSEPH COHEN

roll and sitting in a drum, something like that, they are nested on the pallet and go into different layers.

For the first part number one, a lot of these were at the lower level of pallets or at the very back of the warehouse that wasn't looked at and wasn't able to be identified because there was other heavy merchandise on top of it. We didn't uncover the extent of the damage, the soot on the bags until the goods arrived from Spotswood to New Castle, Delaware. At that point when we opened it up and now we have our team there to look at it, what are we going to do with this, this is unusable. That was problem number one.

Number 2, there was another issue which was some of these bags don't belong to the asset purchase agreement. These are brands that we were not familiar with that had nothing to do with what we thought we were buying from Moshe and Barry. These were different brands, different brand names. And we were told, we don't own them. You have to work a deal with this individual, you pay him directly and he

1 JOSEPH COHEN

2 gets a piece of it. This is all knew to us  
3 that came in after the transaction.

4 Q. Is that documented in e-mails or  
5 letters?

6 A. It might be.

7 Q. Are you aware of whether there is  
8 photographs or videos of your guys inspecting  
9 this substandard materials?

10 A. There might be.

11 Q. Do you have any reports as a  
12 result of someone inspecting and concluding  
13 that something is wrong with these products?

14 MR. BURSTEIN: Objection to the  
15 form of the question.

16 A. I'm not certain.

17 Q. Have you looked?

18 A. I don't recall.

19 Q. So you don't recall any  
20 communications other than the verbal  
21 communications expressly relating to unusable  
22 product?

23 A. From myself, I recall having the  
24 conversations with Moshe directly on the phone  
25 multiple times. And the conversations went

1 JOSEPH COHEN

2 along with the facet of we will figure it out.  
3 We'll work together. I'm a commercial guy.  
4 We'll come up with a solution. Things of that  
5 nature.

6 Q. The question was written other  
7 than verbal. I think the answer is you have  
8 none, correct? It is only verbal?

9 A. I'm not sure.

10 Q. So you personally, Mr. Cohen,  
11 are unaware of any written communication to  
12 Northrock or Mr. Wechsler regarding this  
13 unsalable unusable product?

14 A. There might be.

15 Q. Who would know, who would know  
16 where to look?

17 A. I'd have to think on it and come  
18 back.

19 Q. Okay.

20 MR. BOYLE: I'm going to share my  
21 exhibit for Exhibit 3.

22 (Exhibit 3 for identification,  
23 Notice of Rule 30(b)(6) Deposition.)

24 Q. Can you see this? The first page  
25 of the Notice of Rule 30(B)(6) Deposition. You

1 JOSEPH COHEN

2 need to answer affirmatively that you see it.

3 A. I can see it.

4 Q. Have you seen this document  
5 before?

6 A. I have.

7 Q. If we go down to the fourth page  
8 you will see a list of topics. Have you  
9 reviewed those topics?

10 A. You're going too fast.

11 Q. I'm just asking the questions. If  
12 you haven't seen it we will go through it?

13 A. Give me a minute to read it so I  
14 can refamiliarize myself with what you're  
15 asking.

16 (Witness reviewing document.)

17 A. Yes, I see it.

18 Q. Are you the person designated by  
19 Snow Joe to address each of these topics or is  
20 there somebody else?

21 A. Scroll to the bottom please?

22 (Witness reviewing document.)

23 A. Go up to the top of the document,  
24 please.

25 (Witness reviewing document.)

1 JOSEPH COHEN

2 A. What is your question?

3 Q. Are you the person designated by  
4 Snow Joe to answer the questions regarding each  
5 of those topics?

6 A. Yes.

7 Q. What did you do to prepare for  
8 today's deposition other than speak with your  
9 lawyer? And this is in your capacity as a  
10 representative of Snow Joe.

11 A. So upon receipt of this  
12 litigation, we put a litigation hold on all  
13 documents and e-mails pertaining to Dart,  
14 Northrock, Moshe and Snow Joe. And we made  
15 sure these documents made it over to our  
16 counsel.

17 Q. In realtime you said you did a  
18 litigation hold and saved all the possible  
19 written communications or other documents that  
20 you could, right?

21 MR. BURSTEIN: Objection to the  
22 form of the question.

23 A. Yes.

24 Q. You turned those over to your  
25 counsel to review and produce to us, right?

1 JOSEPH COHEN

2 A. Yes.

3 Q. So there is no documents that  
4 you're withholding that you're aware of that  
5 you're not giving us that would relate to  
6 competition or defective product?

7 MR. BURSTEIN: Objection to the  
8 form of the question. You can answer.

9 A. Not that I'm aware of.

10 Q. Is there any dispute that Paul  
11 Riley during his time at Snow Joe as an officer  
12 was an authorized agent of Snow Joe?

13 MR. BURSTEIN: I'm going to object  
14 to the form of that question.

15 A. My recollection, Paul is not a --  
16 Paul was a chief operating officer in title,  
17 but not -- excuse me, but not a member of the  
18 LLC itself.

19 Q. But he was in charge of finances,  
20 was he not, or no?

21 MR. BURSTEIN: Objection to form.

22 Q. Was he in charge of finances?

23 MR. BOYLE: Good objection, Judd.

24 A. No.

25 Q. Who was?

1 JOSEPH COHEN

2 A. During that period I don't recall  
3 who the financial head was.

4 Q. So far as we have talked about the  
5 alleged competition and the alleged defective,  
6 for lack of a better term, inventory. Are  
7 there any other breaches or excuses that Snow  
8 Joe is contending excuses them from paying  
9 Northrock?

10 MR. BURSTEIN: Objection to the  
11 form of the question.

12 A. I don't follow the question. Do  
13 you want to repeat it.

14 Q. Sure. So in this case Northrock  
15 is contending, pursuant to documents signed by  
16 you, Snow Joe owes a certain amount of money  
17 and you guaranteed said money. Do you agree  
18 that that is our allegation, Northrock's  
19 allegation?

20 MR. BURSTEIN: Objection to the  
21 form of the question.

22 A. I believe some of that is, yes.

23 Q. Some of that is, what does that  
24 mean?

25 A. I'm not sure how you phrased it.

1 JOSEPH COHEN

2 I don't really follow your question.

3 Q. I'm just trying to understand.  
4 You have an affirmative defense to my client's  
5 claim that they competed. Northrock competed  
6 and therefore you shouldn't have to pay under  
7 the contract. You also state Snow Joe states  
8 that because the product was not up to snuff we  
9 are excused from paying under the contract.

10 Is there anything else that would  
11 be a breach that would excuse performance under  
12 the contract?

13 MR. BURSTEIN: Objection to the  
14 form of the question.

15 A. Well, I'm not an attorney, but  
16 there are many different things that we  
17 discussed earlier today that go contrary to  
18 what we expected from the consummation of this  
19 deal.

20 Q. Okay.

21 A. We asked for the vendor numbers.  
22 We asked for website. We asked for product to  
23 be delivered on time. Along the way we asked  
24 for the jugs, come in late. Along the way  
25 things have changed from what we agreed to



JOSEPH COHEN

expect from the beginning that undermined our ability to perform and to be successful.

We generally wanted to be successful with this transaction. We put up a lot of money for this transaction to be successful. I mentioned it multiple times. A lot of treasure went to buying these brands, buying this Home Depot business, having peace in the market to go out and sell it. That is not what we got. What we got was the delay, excuses, some good product, a lot of bad product, a lot of headaches and the cherry on top of everything, a competitor, not a friendly competitor across the road, the guys that we gave \$6 million to.

So I'm not an attorney, but we had a lot of different building blocks that got to this point.

Q. When you say the guys that you paid \$6 million, who did you pay \$6 million to?

A. I'd to check exactly who the check went out to.

Q. You didn't pay Barry Wachsler \$6 million, did you? You didn't pay Barry

1 JOSEPH COHEN

2 Wachslar a dime, did you?

3 A. We didn't pay -- we paid an entity  
4 on the asset agreement, the money. It was an  
5 entity.

6 Q. Do you have any facts showing that  
7 Northrock, the entity, ever competed with Snow  
8 Joe other than the addresses are the same on  
9 the filing, whatever that means?

10 A. I don't mean to gloss over that,  
11 but that's pretty substantive.

12 Q. Are you aware of any of these  
13 entities listed did any business whatsoever  
14 following the close of this sale? Do you know --

15 MR. BURSTEIN: Objection to the  
16 form of the question.

17 A. Yes.

18 Q. What did they do, what business  
19 did they do?

20 A. Selling ice melt to the Home  
21 Depot.

22 Q. How do you know that?

23 MR. BURSTEIN: Objection to the  
24 form of the question, asked and answered  
25 about five times.

1 JOSEPH COHEN

2 MR. BOYLE: It's a question, how  
3 does he know. How do you know it is  
4 objectionable? Okay, go ahead.

5 Q. You can answer the question.

6 MR. BURSTEIN: You can answer  
7 again, if you want.

8 A. As I stated before, once we  
9 realized the Blue Minerals name was on the Home  
10 Depot report and went online and started doing  
11 searches, we started to uncover a commonality.  
12 There were a lot of registered companies  
13 pointing to this address, 777 Chestnut in New  
14 York. Lots of them. It made no sense for a  
15 small time operator to have all of these  
16 different entities going to one address.

17 Q. Did you look and notice when those  
18 entities were formed?

19 A. Brian, would you like me to finish  
20 the prior question or are we done with that  
21 question?

22 Q. I thought you were finished.  
23 You're pausing. You can talk as long as you  
24 want.

25 A. We then went on Home Depot's site,

1 JOSEPH COHEN

2 saw the product and saw the same address with  
3 the same name, the company, the name and we  
4 started connecting dots that were there.

5 Q. What is the address that was the  
6 same address, if you know.

7 A. I don't know the exact one today.  
8 But it was 777 something. Chestnut something  
9 or another.

10 Q. I think I'm on Exhibit 4. I'm  
11 showing you Exhibit 4.

12 (Exhibit 4 for identification,  
13 Certificate of Incorporation Blue Minerals  
14 Corporation.)

15 Q. Can you see what I'm sharing? Can  
16 you see what I'm sharing?

17 A. Yes.

18 Q. Have you seen this before?

19 A. I don't recall.

20 Q. Do you know who Grace Roth is?

21 A. No.

22 Q. Are you familiar with the address  
23 4 American Way, Spotswood, New Jersey?

24 A. Yes.

25 Q. What is that address?

1 JOSEPH COHEN

2 A. That is the address that we picked  
3 up all the product from, the asset purchase  
4 agreement other than the stuff coming in from  
5 the boat.

6 Q. Do you know who Bess Licth is?

7 A. No.

8 Q. Do you have any evidence -- sorry  
9 he doesn't like that. Do you have any facts to  
10 support the contention that Mr. Wechsler has  
11 any interest whatsoever in Blue Minerals Corporation?

12 MR. BURSTEIN: Objection to the  
13 form of the question.

14 A. I'm nearly certain that Northrock  
15 Minerals, when we did our initial search for  
16 that transaction, has Moshe Wechsler as the  
17 registered agent at that address that you just  
18 showed me on that your screen at Spotswood, New  
19 Jersey. I'm not an attorney, but that address  
20 of Northrock Minerals LLC has Moshe Wechsler as  
21 a registered agent for 4 American Way in  
22 Spotswood. You just show me.

23 Maybe you want bring it up on the  
24 screen so I can see it one more time. I want  
25 to make sure that I have it correct. Yes,

1 JOSEPH COHEN

2 08884. That is the address.

3 Q. Just so I understand and we could  
4 move on, your position is that if the resident  
5 agent has the same address of another person,  
6 that person becomes an owner of the company?

7 MR. BURSTEIN: Objection to the  
8 form of the question.

9 Q. Can you answer the question?

10 A. Yes, that person is -- sure, as I  
11 said earlier, part of our diligence on the  
12 deal, there are a couple of key addresses, key  
13 stakeholders. We relied on the information  
14 being told to us by principals. We relied on  
15 what we saw and uncovered. Moshe Wechsler was  
16 a registered agent of Spotswood, New Jersey.  
17 There is more than one record that points to  
18 that. That was the same address the Dart  
19 Northrock business was being run out of.

20 Q. Again that is a suggestion that  
21 there might be something there. What did you  
22 find? What did you find? What did you find  
23 linking Mr. Wechsler?

24 MR. BURSTEIN: Wait, you want to  
25 ask it five times before I have a chance to

JOSEPH COHEN

object?

MR. BOYLE: Let's take a break, I'm  
getting tired. Come back at 2:30 actually.

(Recess Taken.)

BY MR. BOYLE:

Q. We talked a little bit earlier  
about the transferring of a website. Do you  
remember that?

A. Yes.

Q. Are you able to quantify what, if  
any, damage that delay caused?

MR. BURSTEIN: Objection to the  
form of the question.

A. Yes.

Q. Okay, what are the damages?

A. Hard to give an exact number  
because many customers reached out with  
inquiries to purchase product, especially  
wholesale customers. But knowing that this  
website was printed on a substantial amount of  
the bags, myself I got phone calls from people  
that mentioned they tried to place orders and  
couldn't place orders. They had to do digging  
on their own to try to find out how to reach

1 JOSEPH COHEN

2 us.

3 Q. Do you have any e-mails to that  
4 effect, text messages, anything in writing?

5 A. We might.

6 Q. Have you looked?

7 MR. BURSTEIN: Brian, he has  
8 already testified that he gave everything  
9 over to us. We will represent that if  
10 anything -- if you don't have it, it  
11 doesn't exist. You can still ask the  
12 question. I'm seeing if we could cut  
13 through it.

14 MR. BOYLE: Fair enough, thank you.

15 Q. What about the Home Depot vendor  
16 number. Can you put -- can you quantify the  
17 damages caused by delay that you allege  
18 happened with the Home Depot vendor number?

19 A. Ultimately it cost us all of our  
20 business with Home Depot if we go back to the  
21 beginning. Because every one of these delays  
22 put Snow Joe in harm with the Home Depot.  
23 Starting from the frustration of them being  
24 able to transmit orders, followed by getting  
25 them the product late. This was just one after



JOSEPH COHEN

the next followed by poor product. This is an element of causing harm. It was unnecessary.

Q. How long do you contend that the delay was before the Home Depot vendor number was transferred?

A. We signed the asset agreement I think August 3rd and I believe we didn't get the number until the second week of September. And we were talking about this transaction with Moshe and Barry for weeks before, if not months before. So this was the crown jewel of getting the Home Depot as part of the asset agreement. I still don't know why it wasn't handed over immediately. Now, I do. At the time I didn't.

Q. What do you know now? Why wasn't it handed over immediately?

A. That is why we are all here, right.

Q. No, why? I don't know what you mean. What does that answer mean?

MR. BURSTEIN: Objection to the form of the question.

Q. What did you mean by that statement?

1 JOSEPH COHEN

2 A. From our vantage point every one  
3 of these elements was a tactic to cause harm  
4 and to delay and push, starting from the  
5 beginning, I'm happy to go through it again.

6 Q. Let's take a look at Exhibit 5.  
7 (Exhibit 5 for identification,  
8 E-mail dated September 8th, 2022.)

9 Q. This is an e-mail September 8th,  
10 2022. Are you with me? Can you see it?

11 A. Yes, I can see it.

12 Q. If I scroll down you can see there  
13 is an e-mail that says, we have Thursday  
14 September 8th, 2022 Matthew Evans at Snow Joe  
15 says, "Hi Moshe, please see the attached letter  
16 to consolidate the Home Depot accounts for Snow  
17 Joe Northrock. Would you please be able to  
18 sign the letter so the Home Depot can complete  
19 the merger on their side." Do you see that?

20 A. Yes.

21 Q. It is 2:19 and Thursday the 8th,  
22 right. If we look up ten minutes later  
23 "Matthew see attached." Right?

24 A. Yes.

25 Q. So where are the e-mails where

1 JOSEPH COHEN

2 Northrock is intentionally delaying this Home  
3 Depot transfer? Are you aware where those are?  
4 Can you point me to them?

5 A. You showed earlier the asset  
6 purchase agreement date was signed the August  
7 3rd.

8 Q. No.

9 A. From August 24th was when we  
10 closed the transaction.

11 Q. Right. That's the date of the  
12 asset purchase agreement, no?

13 A. The very next day we -- this has  
14 been -- part of this deal to get to the finish  
15 line was Home Depot. It is in the asset  
16 agreement.

17 Q. All right.

18 A. Here are the stores, we need the  
19 vendor number. There was phone conversations.  
20 I know at one point I had an e-mail out to  
21 Moshe about this. We have asked many materials  
22 to get this vendor number. It wasn't until  
23 that e-mail that you showed me on September 8  
24 that we finally got it done.

25 (Exhibit 6 for identification,

1 JOSEPH COHEN

2 Letter dated February 14th, 2023.)

3 Q. I show you Exhibit 6, this is a  
4 letter dated February 14th, 2023 from my  
5 partner, current and former, Elliott Engel to  
6 you and legal at Snow Joe and it looks like AP  
7 at Snow Joe. Are you with me?

8 A. Yes.

9 Q. Have you seen this before?

10 A. I have.

11 Q. Did you disagree with it when you  
12 received it?

13 A. Yes.

14 Q. Did you write back and say, no,  
15 you owe me money?

16 A. If I remember correctly, we  
17 resolved this issue with Moshe.

18 Q. Which issue? The demand, it  
19 demands the full amount?

20 A. I have to go back and look at  
21 exactly when. I'm pretty certain that this  
22 issue was resolved.

23 Q. What was the resolution?

24 A. I don't recall exactly.

25 Q. Do you recall after February 14th,

1 JOSEPH COHEN

2 2023 ever disputing this amount in writing  
3 saying no, this money is not owed?

4 A. I don't recall.

5 Q. Isn't it true, sir, that  
6 Mr. Wechsler and others at Northrock throughout  
7 this time period were attempting to assist Snow  
8 Joe so that Northrock could be paid back?  
9 Isn't that true?

10 A. No.

11 Q. Isn't it true that you signed an  
12 agreement and actually agreed that Northrock  
13 could try to sell some of the product to try to  
14 help pay down the debt? That didn't happen?

15 MR. BURSTEIN: Objection to the  
16 form of the question.

17 Q. Did that happen?

18 A. No.

19 MR. BURSTEIN: Objection to the  
20 form of that question.

21 (Exhibit 7 for identification,  
22 Letter agreement dated March 20th, 2023.)

23 Q. Take a look at Exhibit 7, please.  
24 This is letter agreement dated March 20th,  
25 2023. You're welcome to read the whole thing.

1 JOSEPH COHEN

2 My first question is, have you seen this  
3 document before?

4 A. Can you scroll down?

5 Q. Yep.

6 (Witness reviewing document.)

7 A. Yes, I have seen this before.

8 Q. What is your recollection, what  
9 was the purpose of this agreement?

10 A. This was pertaining to the calcium  
11 bagged product at the port.

12 (Exhibit 8 for identification,  
13 Letter dated March 20th, 2023 Re: Sale of  
14 Ice Melting product.)

15 Q. So this is going to be Exhibit 8.  
16 The same day, March 20th, 2023.

17 (Witness reviewing document.)

18 A. Yes, I've seen this letter.

19 Q. What was your understanding of the  
20 purpose of this letter?

21 A. That Moshe reached out to sell the  
22 calcium bagged product that was at the port and  
23 we made it clear that we would not disrupt that  
24 process so long as he was able to remove the  
25 packaging, the name on the packaging. As I

JOSEPH COHEN

mentioned that was our initial concern that product would end up in a fashion at a retailer and we gave him permission to do so and from my understanding I don't think he ever picked it up.

Q. Was this the product that was defective?

A. This was the calcium from Egypt that we learned had hardened, yes.

Q. When did you learn it was hardened?

A. Later in the year, November/December.

Q. 2023?

A. No, that was before that. No, this was after we shipped to Home Depot. This was the initial season, late '22 early '23.

Q. You're agreeing here that on your behalf Northrock can sell these products, right?

A. We agreed that he can take the product, sell it so long as he didn't sell it in the bag. That is what the document speaks for itself.

Q. At the same time Mr. Wechsler was

1 JOSEPH COHEN

2 competing with Snow Joe, that's your theory?

3 Do you think that is consistent with the

4 theory?

5 MR. BURSTEIN: Objection to the

6 form of the question.

7 A. No.

8 MR. BOYLE: I'm almost ready for my

9 first final break, I just want to consult

10 with Kristi to see if we could get done.

11 (Recess Taken.)

12 BY MR. BOYLE:

13 Q. Do you recall during the

14 transition, so August into September, the

15 Northrock employees assisting Snow Joe?

16 MR. BURSTEIN: Objection to the

17 form of the question.

18 A. I don't recall.

19 Q. Do you recall reimbursing for any

20 employees of Northrock for their help with the

21 transition?

22 A. I recall a couple of warehouse

23 workers that were helping load out the

24 Spotswood warehouse and that's what I remember

25 from it.



JOSEPH COHEN

Q. Thank you. How can you be sure that the calcium didn't harden after Snow Joe took possession of it?

MR. BURSTEIN: Objection to the form of the question. I apologize, I missed the first part.

A. The calcium in Bayonne, the sacks that we are talking about that, we didn't disrupt or do anything with it until we needed to move it into Delaware to start to get it to be bagged. Whatever was done before or for the years before, who know, I don't know, didn't change post the transaction. By the time we pulled this into our location and trying to start to bag the inventory and looking through it in more detail did we realize that.

Q. Are you confident that Snow Joe tarped all materials that were required to be tarped?

A. Yes.

(Exhibit 9 for identification,  
E-mail dated January 27, 2023.)

Q. I'm marking Exhibit 9 and sharing my screen. You're not on this, but I want you to take a look at this.

JOSEPH COHEN

(Witness reviewing document.)

A. Okay.

Q. Have you ever seen this e-mail before?

A. I don't recall.

Q. Do you recall any discussions with  
Mr. Riley in or about January 27, 2023 about  
not tarping the calcium?

A. I don't recall.

MR. BOYLE: Thank you, sir, we have  
no further questions.

MR. BURSTEIN: Thank you. We will  
read and sign.

(TIME NOTED: 3:07 P.M.)

\_\_\_\_\_  
JOSEPH COHEN

Subscribed and sworn to before me  
this \_\_\_\_ day of \_\_\_\_\_, 2024

\_\_\_\_\_

ERRATA SHEET

VERITEXT LEGAL SOLUTIONS

330 OLD COUNTRY ROAD

MINEOLA, NEW YORK 11501

516-608-2400

NAME OF CASE:

DATE OF DEPOSITION:

NAME OF DEPONENT:

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SUBSCRIBED AND SWORN TO BEFORE ME

THIS \_\_\_\_ DAY OF \_\_\_\_\_, 20\_\_.

\_\_\_\_\_  
(NOTARY PUBLIC)

\_\_\_\_\_  
MY COMMISSION EXPIRES:

C E R T I F I C A T E

STATE OF NEW YORK )

: ss.

COUNTY OF NEW YORK )

I, WILLIAM VISCONTI, a Shorthand Reporter and  
Notary Public within and for the State of New York,  
do hereby certify:

That prior to being examined, the witness named in  
the foregoing deposition was duly sworn to testify the truth,  
the whole truth, and nothing but the truth;

That said deposition was taken down by me in  
shorthand at the time and place therein named and  
thereafter reduced by me to typewritten form and that the  
same is a true, correct, and complete transcript of said  
proceedings.

Before completion of the deposition, review of the  
transcript [ X ] was [ ] was not requested. If requested,  
any changes made by the deponent (and provided to the  
reporter) during the period allowed are appended hereto.

I further certify that I am not interested in the  
outcome of the action.

Witness my hand :



\_\_\_\_\_  
WILLIAM VISCONTI

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E X H I B I T S

DESCRIPTION	PAGE
(Exhibit 1 for identification, Declaration.)	70
(Exhibit 2 for identification, asset purchase agreement.)	71
(Exhibit 3 for identification, Notice of Rule 30(b)(6) Deposition.)	114
(Exhibit 4 for identification, Certificate of Incorporation Blue Minerals Corporation.	123
(Exhibit 5 for identification, e-mail dated September 8th, 2022.)	129
(Exhibit 6 for identification, letter dated February 14th, 2023.)	130
(Exhibit 7 for identification, letter agreement dated March 20th, 2023.)	132
(Exhibit 8 for identification, Letter dated March 20th, 2023 Re: Sale of Ice Melting product.)	133

Page 141

1  
2  
3  
4  
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15  
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20  
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E X H I B I T S

DESCRIPTION	PAGE
(Exhibit 9 for identification, e-mail dated January 27, 2023.)	136

1 Judd Burstein, Esq.

2 jburstein@burlaw.com

3 October 22nd, 2024

4 RE: Northrock Management LLC F/K/A Northrock Minerals Inc. v.  
Cohen, Joseph Et Al.

5 10/10/2024, Joseph Cohen (#6960070)

6 The above-referenced transcript is available for  
7 review.

8 Within the applicable timeframe, the witness should  
9 read the testimony to verify its accuracy. If there are  
10 any changes, the witness should note those with the  
11 reason, on the attached Errata Sheet.

12 The witness should sign the Acknowledgment of  
13 Deponent and Errata and return to the deposing attorney.  
14 Copies should be sent to all counsel, and to Veritext at  
15 cs-midatlantic@veritext.com.

16 Return completed errata within 30 days from  
17 receipt of testimony.

18 If the witness fails to do so within the time  
19 allotted, the transcript may be used as if signed.

20

21

22 Yours,

23 Veritext Legal Solutions

24

25

11 Northrock Management LLC F/K/A Northrock Minerals Inc. v. Cohen,  
Joseph Et Al.

2 Joseph Cohen (#6960070)

3ERRATA SHEET

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24Joseph CohenDate

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1 1 Northrock Management LLC F/K/A Northrock Minerals Inc. v. Cohen,  
Joseph Et Al.

2 2 Joseph Cohen (#6960070)

3 3 ACKNOWLEDGEMENT OF DEPONENT

4 4 I, Joseph Cohen, do hereby declare that I

5 5 have read the foregoing transcript, I have made any

6 6 corrections, additions, or changes I deemed necessary as

7 7 noted above to be appended hereto, and that the same is

8 8 a true, correct and complete transcript of the testimony

9 9 given by me.

10 0

11 1 \_\_\_\_\_

12 2 Joseph Cohen Date

13 3 \*If notary is required

14 4 SUBSCRIBED AND SWORN TO BEFORE ME THIS

15 5 \_\_\_\_\_ DAY OF \_\_\_\_\_, 20\_\_\_\_.

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Page 1

<b>&amp;</b>	<b>15</b> 85:11 89:20	92:9 93:25	142:24
<b>&amp;</b> 2:2	89:25 90:9,12	105:19 108:9	<b>24th</b> 9:5 85:23
<b>0</b>	90:23 91:11,15	109:15 131:2,4	130:9
<b>0</b> 143:10,20	92:3,19 93:13	132:2,22,25	<b>25</b> 55:19 92:21
144:10,20	94:9,16,18	133:13,16	142:25
<b>08884</b> 125:2	97:3 107:2	134:14 136:22	<b>27</b> 136:22
<b>1</b>	110:12 142:15	137:7 140:19	137:7 141:5
<b>1</b> 41:17 70:16	<b>15's</b> 107:2	140:22,24	<b>28th</b> 13:20
70:17 71:6	<b>150,000</b> 90:12	141:5	<b>29th</b> 13:20
140:4 142:1	<b>16</b> 142:16	<b>2023/2024</b> 91:8	<b>2:19</b> 129:21
143:1,11,21	<b>17</b> 142:17	<b>2024</b> 1:15 77:9	<b>2:30</b> 126:4
144:1,11,21	<b>18</b> 142:18	107:9 137:20	<b>3</b>
<b>1/2</b> 25:12 33:5	<b>19</b> 142:19	139:22 142:3	<b>3</b> 41:17 114:21
<b>10</b> 1:15 110:12	<b>1:11</b> 84:3	<b>2024/2025</b>	114:22 140:8
142:10	<b>2</b>	92:22 95:8	142:3 143:3,13
<b>10/10/2024</b>	<b>2</b> 35:24,24	<b>20567</b> 139:23	143:23 144:3
142:5	41:17 71:4,8	<b>208</b> 2:4	144:13,23
<b>10022</b> 2:11	95:24 112:17	<b>20814</b> 2:4	<b>3.4</b> 10:20 14:19
<b>10:04</b> 1:16	140:6 142:2	<b>20th</b> 132:22,24	18:23 30:19
<b>11</b> 142:11	143:2,12,22	133:13,16	33:22 35:22,23
<b>110</b> 2:10	144:2,12,22	140:22,24	37:9 43:15
<b>114</b> 140:8	<b>2.7.</b> 75:5	<b>21</b> 142:21	86:9 95:24
<b>11501</b> 138:2	<b>20</b> 94:18	<b>22</b> 89:13,14,16	106:13
<b>12</b> 142:12	138:23 142:20	93:9 105:2	<b>30</b> 14:23 55:19
<b>123</b> 140:11	144:15	106:18 134:17	106:16 114:23
<b>129</b> 140:14	<b>20,000</b> 109:21	142:22	114:25 140:9
<b>12:08</b> 83:21	<b>2000</b> 48:4 49:9	<b>22nd</b> 142:3	142:16
<b>13</b> 142:13	66:13 72:19	<b>23</b> 20:22 89:14	<b>30,000</b> 94:18
<b>130</b> 140:17	73:25	89:16,18,21,24	<b>3155</b> 1:4
<b>132</b> 140:20	<b>2022</b> 7:7,8 9:5	93:9 106:19	<b>330</b> 138:2
<b>133</b> 140:23	9:12,18 92:10	107:17,19	<b>3:07</b> 137:14
<b>136</b> 141:4	93:24 105:19	108:11 109:17	<b>3rd</b> 128:8
<b>14</b> 142:14	129:8,10,14	134:17 142:23	130:7
<b>14th</b> 131:2,4,25	140:16	<b>23rd</b> 85:22	<b>4</b>
140:18	<b>2022/2023</b> 91:9	<b>24</b> 1:4 89:18,21	<b>4</b> 33:21 41:18
	<b>2023</b> 9:22	89:24 91:10	123:10,11,12
	20:23 91:10	92:21 108:11	123:23 124:21
		109:17,19	

## [4 - aggressive]

Page 2

140:11 142:4 143:4,14,24 144:4,14,24 <b>4401</b> 2:4	<b>71</b> 140:6 <b>777</b> 19:25 122:13 123:8	<b>access</b> 52:24 <b>accomplish</b> 34:24 35:10 <b>accomplished</b> 35:9 <b>accomplishing</b> 32:8 <b>accounts</b> 129:16 <b>accuracy</b> 142:9 <b>accurate</b> 64:5,7 <b>accurately</b> 94:8 <b>acknowledge...</b> 144:3 <b>acknowledg...</b> 142:12 <b>acquired</b> 8:14 <b>acquiring</b> 85:8 <b>acquisition</b> 101:4 <b>action</b> 25:9 52:19 139:21 <b>activity</b> 85:15 <b>actual</b> 54:9 81:15 <b>actually</b> 40:6 55:18 56:25 57:5 58:21 79:19 90:16 109:13 126:4 132:12 <b>added</b> 79:5 <b>adding</b> 24:19 108:4,7 109:12 <b>addition</b> 68:19 <b>additional</b> 28:18 91:13	<b>additions</b> 144:6 <b>address</b> 17:23 17:24 19:23,24 23:19,22 24:12 24:13 26:24 32:19 41:22,23 41:23 42:10,14 42:16,20 102:7 103:7,10,25,25 104:5 108:14 109:3,5,6,7 115:19 122:13 122:16 123:2,5 123:6,22,25 124:2,17,19 125:2,5,18 <b>addressed</b> 70:9 103:6 <b>addresses</b> 18:3 108:12 121:8 125:12 <b>administer</b> 3:13 <b>advance</b> 62:6 <b>advice</b> 21:17 <b>affidavit</b> 70:21 <b>affirmative</b> 119:4 <b>affirmatively</b> 115:2 <b>age</b> 110:21 <b>agent</b> 117:12 124:17,21 125:5,16 <b>aggravation</b> 87:16 <b>aggressive</b> 90:10
<b>5</b>	<b>8</b> 130:23 133:12,15 140:23 142:8 143:8,18 144:8 144:18 <b>8th</b> 129:8,9,14 129:21 140:15		
<b>5</b> 63:16 64:6 129:6,7 140:14 142:5 143:5,15 143:25 144:5 144:15,25 <b>516-608-2400</b> 138:3 <b>59th</b> 2:10	<b>9</b>		
<b>6</b>	<b>9</b> 91:18 136:21 136:23 141:4 142:9 143:9,19 144:9,19		
<b>6</b> 25:12,12 33:5 35:19,21 36:25 37:3 42:23 102:12 114:23 114:25 120:16 120:21,21,25 130:25 131:3 140:9,17 142:6 143:6,16 144:6 144:16 <b>60</b> 87:14 <b>6960070</b> 142:5 143:2 144:2	<b>a</b> <b>a.m.</b> 1:16 <b>ability</b> 13:23 13:24 88:24 120:3 <b>able</b> 12:11 14:24 18:10 40:16 49:12 52:15 65:23,25 66:12 89:2 112:8 126:11 127:24 129:17 133:24 <b>above</b> 142:6 144:7 <b>absolutely</b> 21:14 52:25 59:24,25 60:2 <b>acceptable</b> 34:20 66:17,21		
<b>7</b>			
<b>7</b> 33:5 132:21 132:23 140:20 142:7 143:7,17 144:7,17 <b>70</b> 140:4 <b>700,000</b> 52:24 53:2,8 54:15			

<b>agnostic</b> 27:12 <b>ago</b> 4:12 <b>agree</b> 9:12 36:7 40:21 61:24 68:4 92:8,14 107:20 118:17 <b>agreed</b> 3:2,6,10 36:9 46:20 47:9,14 51:15 66:10 69:8 119:25 132:12 134:21 <b>agreeing</b> 91:4 134:18 <b>agreement</b> 8:25 9:6,20 10:20 12:22,23 15:3 17:21 18:2 20:7,12 24:9 32:9 44:24 47:17 51:9 52:14 60:9 71:7,9,23 79:20 80:19,24 81:3,5,10,15 81:15,19 82:5 85:19,24 86:2 88:5 95:3 97:12 101:12 112:19 121:4 124:4 128:7,13 130:6,12,16 132:12,22,24 133:9 140:7,21 <b>agreements</b> 9:13 10:10 43:2 101:17	<b>ahead</b> 17:18 28:11 41:7 47:11 59:15 106:10 122:4 <b>air</b> 52:6 <b>al</b> 142:4 143:1 144:1 <b>alarming</b> 41:24 <b>allegation</b> 118:18,19 <b>allegations</b> 68:7 <b>allege</b> 127:17 <b>alleged</b> 49:21 67:7 70:3 118:5,5 <b>allegedly</b> 109:24 <b>alleges</b> 89:4 <b>alleging</b> 57:14 <b>allocation</b> 85:6 <b>allotted</b> 142:19 <b>allowed</b> 139:19 <b>alternative</b> 51:21 <b>american</b> 123:23 124:21 <b>amount</b> 24:20 60:20,22,24 61:11 64:16,17 69:6 104:24,25 105:2 118:16 126:21 131:19 132:2 <b>analysis</b> 90:11 <b>angry</b> 87:8 <b>answer</b> 6:3,5,8 6:16,16,20 8:6	8:7,9 10:8 17:11 19:6 21:9 22:11,12 23:17 26:21 27:24 28:8 29:13 30:7,13 38:13 39:11,13 40:8,24,24,25 41:7 53:7 56:22 61:22 62:20 67:15 69:4 76:10 81:21,24 82:15 83:3,5,8 98:14 98:16,19 103:2 114:7 115:2 116:4 117:8 122:5,6 125:9 128:21 <b>answered</b> 26:14 30:6 70:5 104:8 121:24 <b>answering</b> 49:3 <b>antennas</b> 45:7 <b>anybody</b> 50:17 56:14 66:25 73:14 92:4 <b>anyways</b> 98:22 <b>ap</b> 131:6 <b>apart</b> 22:13 <b>apologies</b> 62:12 64:23 <b>apologize</b> 59:18 136:6 <b>appalling</b> 45:13	<b>apparent</b> 18:18 <b>appended</b> 139:19 144:7 <b>applicable</b> 142:8 <b>apply</b> 81:19 <b>appointed</b> 42:17 <b>approach</b> 46:20 47:8,14 69:7 <b>appropriate</b> 82:14 <b>aqua</b> 8:21 <b>area</b> 91:20 <b>areas</b> 94:13 95:20 <b>arrive</b> 12:9 13:19 14:21 44:11 48:18 60:11 87:5 <b>arrived</b> 13:18 16:4,13,17,18 16:21 32:22 49:20 50:25 51:5 58:3 112:12 <b>arrives</b> 13:14 <b>arriving</b> 14:20 17:2 32:17 49:19 <b>asked</b> 17:5,16 18:4 20:25 27:13,14 30:6 30:19,23 35:8 39:22,23 42:17 42:25 59:17 62:21 63:24
---	--	---	--

[asked - barry]

Page 4

70:5 81:25 83:8 87:24 88:13 119:21 119:22,22,23 121:24 130:21 <b>asking</b> 22:6 92:13 104:17 115:11,15 <b>asset</b> 9:5 10:10 10:19 12:21 17:21 20:12 24:9 32:9 43:2 44:24 47:17 51:8 52:14 60:8 71:7,8,22 76:21 79:20 80:19 81:15 85:24 86:2 97:12 101:11 112:19 121:4 124:3 128:7,13 130:5,12,15 140:7 <b>assets</b> 8:15 9:2 33:18 77:3,4 77:18 78:7,25 79:15,24 80:3 80:7 101:5 103:22 <b>assigned</b> 85:5 103:22 <b>assignment</b> 81:9,19 <b>assist</b> 132:7 <b>assisting</b> 135:15 <b>associated</b> 41:12	<b>assumed</b> 58:8 <b>assuming</b> 84:19 <b>assured</b> 44:23 <b>attached</b> 129:15,23 142:11 <b>attempting</b> 132:7 <b>attention</b> 63:16 94:15 <b>attorney</b> 24:5 119:15 120:17 124:19 142:13 <b>attorneys</b> 2:3,9 3:3 <b>atypical</b> 98:13 <b>auction</b> 53:17 54:14 <b>auctioned</b> 55:4 <b>august</b> 9:5,10 9:12 13:6,21 14:18 85:20,22 85:22 87:5 89:13 95:23 105:2 128:8 130:6,9 135:14 <b>authorized</b> 3:12 117:12 <b>available</b> 30:25 142:6 <b>award</b> 86:3 96:22 <b>awarded</b> 90:23 95:10 96:23 <b>awards</b> 86:5 91:21 107:12	<b>aware</b> 38:14 45:14,19 88:8 90:22 97:13 113:7 117:4,9 121:12 130:3 <b>b</b> <b>b</b> 114:23,25 140:2,9 141:2 <b>back</b> 8:13 19:7 31:20 33:12 46:2 47:4 55:19,21,25 56:25 59:13 75:4 79:7,19 79:21 80:24 82:23 83:4,9 84:9 88:21 89:10 96:12 98:24 100:9 106:7 107:6,10 109:2 112:7 114:18 126:4 127:20 131:14 131:20 132:8 <b>backs</b> 102:22 <b>backyard</b> 44:3 97:4 <b>bad</b> 16:12 18:20 25:25 26:3 61:3,7,8 64:10,22 65:22 72:8 105:4 120:12 <b>bag</b> 52:2,3,5,7 55:19 56:9 66:2 82:6 90:25 134:23	136:16 <b>bagged</b> 51:23 65:25 66:17,19 66:21 74:22,22 88:22 133:11 133:22 136:12 <b>bagger</b> 110:8 <b>bags</b> 18:2 34:11,12,13 49:15 51:21 53:21 54:2 56:15 57:3 61:14,15,16 64:12 65:4 74:2,21 82:8 90:12 94:19,21 110:6,7,8,10 110:15 111:14 111:24,25 112:11,18 126:22 <b>bailout</b> 34:3 <b>balance</b> 106:18 <b>ballpark</b> 60:23 61:12 <b>bargain</b> 43:17 <b>barry</b> 7:16 10:14 11:5 12:17 13:14 16:4 18:13 19:11 33:6 34:3,15 36:25 44:21 45:4,14 65:15 85:19 87:24 89:13 93:18 94:9 97:13,22 98:6 98:10 99:7,9
--	--	---	--

[barry - brand]

Page 5

99:10,22	<b>believe</b> 12:21	<b>big</b> 18:5 65:4	<b>bore</b> 51:25
101:13,20	13:6,20 14:23	93:18 94:22	<b>bottom</b> 49:7,13
104:25 112:22	20:15 29:15	95:4	57:6 111:7,14
120:24,25	57:20 60:12	<b>biggest</b> 12:18	115:21
128:11	61:20 65:17	13:9 14:10	<b>bought</b> 5:5
<b>barry's</b> 31:19	69:10 81:8	90:2	12:12 19:10,19
<b>base</b> 8:11	85:21 88:15	<b>bind</b> 38:20	19:22 20:12
<b>based</b> 22:9	99:25 100:18	51:18	53:20 55:19
28:2,10 86:5	100:21 102:18	<b>bit</b> 12:8 18:17	58:12 72:6
<b>basically</b> 53:15	102:19 104:8	108:18 126:7	90:21 91:2
<b>basis</b> 22:15	107:17 118:22	<b>black</b> 44:24	102:14
40:10 52:11	128:8	<b>blew</b> 13:23	<b>bow</b> 48:20
<b>bathroom</b>	<b>belong</b> 34:15	15:8 17:8	<b>box</b> 30:18,19
82:16	112:18	<b>blockish</b> 50:14	58:23
<b>bayonne</b> 48:17	<b>belonging</b>	<b>blocks</b> 30:10,16	<b>boyle</b> 2:2,5 4:5
48:23 65:18	108:12 109:6,9	41:25 105:9	4:9,13 17:17
66:7 74:4,18	<b>belongs</b> 103:25	120:18	21:15 22:16
109:24 136:8	105:12	<b>blow</b> 71:5 95:5	23:9 39:15
<b>bblaw.com</b>	<b>benefit</b> 43:17	<b>blue</b> 19:11,19	40:2,10,14,21
2:6,7	78:23 80:6	19:20 20:16	41:3 46:13,16
<b>bear</b> 62:24	<b>benefitted</b>	23:19 24:7,9	46:24 47:3
63:9	45:22 101:25	24:11,24 25:20	62:22 64:21
<b>beat</b> 82:13	104:4	26:4,23 32:17	68:13,16 70:14
<b>beginning</b>	<b>berman</b> 2:2	32:18,18 41:9	70:22 71:3
11:10 12:19	<b>bernstein</b>	43:13 45:11,15	79:12 82:23
13:7 15:22	75:20	47:24 85:9	83:14,19 84:8
18:21 23:24	<b>bess</b> 124:6	90:3,13,23,25	98:24 106:2,4
24:15 25:23	<b>best</b> 5:25 32:20	91:11 92:6	114:20 117:23
27:9 32:2	38:19 49:11	93:13 95:6	122:2 126:3,6
44:11 45:7	62:24 96:5	96:6,14 102:18	127:14 135:8
60:7 81:4,5	<b>bethesda</b> 2:4	103:6,7,9,13	135:12 137:10
85:20 87:6	<b>better</b> 96:14	103:17,20,24	<b>brakes</b> 37:6
94:10 108:11	118:6	106:25 122:9	108:15
109:17 120:2	<b>beyond</b> 20:5	123:13 124:11	<b>brand</b> 19:12,20
127:21 129:5	31:5 45:12	140:13	47:24 53:20
<b>begun</b> 29:25	93:10 102:8,9	<b>bmb</b> 2:6	54:4,23 55:4
<b>behalf</b> 134:19	<b>bifurcating</b>	<b>boat</b> 124:5	81:6 90:15
	54:7		96:6 112:23



<b>branded</b> 61:16 <b>brands</b> 8:19 34:16 77:22 78:13,16,17,24 80:11 85:11 112:19,22 120:8 <b>breach</b> 70:2 105:17 119:11 <b>breaches</b> 70:3 118:7 <b>break</b> 46:14 47:15 62:13 63:23 82:17 83:3,7,15,19 126:3 135:9 <b>breaking</b> 20:6 <b>breaks</b> 37:7 <b>brett</b> 75:20,22 <b>brian</b> 2:5 4:13 8:22 17:19 33:21 36:20 40:18 42:21 43:23 53:7 58:14 59:4 62:8,16 63:9 63:24 69:16 78:10 82:22 104:9 122:19 127:7 <b>bring</b> 14:24 60:16 88:12 124:23 <b>brought</b> 25:3 42:2 80:25 97:5 <b>buck</b> 54:3	<b>buffoon</b> 91:3 <b>build</b> 10:24,25 11:8 87:20 105:6 <b>building</b> 27:5 30:10,15 31:14 31:17 34:22,25 41:25 105:9 120:18 <b>builds</b> 35:2 <b>built</b> 19:11 31:6,17 32:19 <b>bulk</b> 47:20 53:10,12 64:24 66:6,6 72:20 86:19 111:9 <b>bunch</b> 55:15 <b>buried</b> 111:6 <b>burlaw.com</b> 2:12 142:2 <b>burstein</b> 2:9,12 4:7 8:3 10:8 17:15 19:5 21:6,20 22:21 23:4,16 26:11 26:19 27:23 28:6,9 29:2,13 29:18 30:6 35:16 36:5 38:6,9,17 39:6 39:21 40:7,12 40:15,22 41:4 44:18 45:17 46:3,9,22,25 47:10 53:5 56:21 57:16,21 58:9 61:4 62:19 63:2	64:19 65:12 67:13 68:10,15 69:3,14 70:4 70:19,25 72:16 73:16 76:9 78:8,20 79:2,4 81:21 82:11,25 83:18 94:5 98:14 102:24 103:3,18 104:6 104:21 105:20 105:24 106:3,6 106:9 111:3,21 113:14 116:21 117:7,13,21 118:10,20 119:13 121:15 121:23 122:6 124:12 125:7 125:24 126:13 127:7 128:22 132:15,19 135:5,16 136:5 137:12 142:1 <b>business</b> 7:17 7:18,23,24 8:14,15 10:15 10:25 11:4,6 11:18,21 12:12 12:24 13:25 14:2 15:14,15 25:11,14,16,20 26:25 27:10 28:20 31:20,22 31:23 34:12 36:18 38:23 41:13,14,19 44:9 59:9 78:6	78:12 86:16,17 86:17 87:10 89:21 90:9 91:3 95:15 96:7,18,23,25 97:8 99:11 100:8 102:5,14 103:12 105:6 107:2,7 120:9 121:13,18 125:19 127:20 <b>businesses</b> 41:16 <b>buy</b> 10:15 12:4 12:5 24:24 58:14 59:5 86:19,19,21,25 <b>buyer</b> 10:11 43:3 53:25 <b>buying</b> 7:16 12:2 54:25 90:6 112:21 120:8,9 <b>buys</b> 11:22
<b>c</b>			
<b>c</b> 2:2 4:2 84:4 139:1,1 <b>caked</b> 34:13 110:11 <b>calcium</b> 13:11 14:20 16:3 31:5 43:19 48:2,2,6,9,12 51:10,18,23,24 52:11 53:10,22 54:2,20 55:7 57:3,24 59:8			

61:13 62:8 64:10,24 65:3 66:2 72:13,18 72:20 87:5,21 88:22 89:8 96:3 106:15 133:10,22 134:9 136:3,8 137:8 <b>calculate</b> 61:18 <b>calculated</b> 61:17 <b>calendar</b> 89:16 <b>call</b> 14:3 16:9 24:22 48:3 55:23 78:11 105:11 <b>called</b> 13:24 77:21 88:11 <b>calling</b> 89:8 <b>calls</b> 32:12 50:11 126:22 <b>capacity</b> 116:9 <b>capital</b> 97:9 <b>caps</b> 110:6 <b>capture</b> 12:11 13:24 <b>care</b> 5:23 15:9 15:10 53:13 110:21 <b>career</b> 42:25 <b>carry</b> 48:4 <b>case</b> 1:4 4:24 5:13 9:8 21:19 22:25 25:7 36:16,19,23 43:6 61:19 66:18 67:23,24	118:14 138:4 <b>cases</b> 4:21 <b>cash</b> 33:21,23 35:19,21 36:21 37:5,9,14,22 38:21 43:5 61:25 <b>castle</b> 51:12 60:10,11 112:13 <b>category</b> 11:17 <b>cause</b> 16:16 17:14 18:24 110:19,20 129:3 <b>caused</b> 57:9,11 108:21 110:22 126:12 127:17 <b>causing</b> 128:3 <b>cell</b> 55:23 <b>center</b> 60:10 <b>ceo</b> 76:23 <b>certain</b> 10:18 24:20 52:2,3 82:4 107:24 113:16 118:16 124:14 131:21 <b>certainly</b> 22:13 61:6 <b>certainty</b> 61:2 70:6 <b>certificate</b> 123:13 140:12 <b>certify</b> 139:7 139:20 <b>chain</b> 86:23 <b>chalk</b> 31:14	<b>challenge</b> 5:22 14:9 15:18 18:9 24:16 31:16 32:23 48:13 51:24 54:12 87:17 <b>challenged</b> 65:16 <b>challenges</b> 13:7 <b>challenging</b> 87:15 <b>chance</b> 125:25 <b>change</b> 17:24 17:25 35:24,25 40:2 136:14 138:6 143:4,7 143:10,13,16 143:19 <b>changed</b> 17:23 52:8 119:25 <b>changes</b> 95:15 139:18 142:10 144:6 <b>changing</b> 19:22 <b>character</b> 30:9 30:16 35:2 105:9 <b>charge</b> 51:5 97:20 117:19 117:22 <b>charging</b> 96:15 <b>chase</b> 52:23 <b>chat</b> 18:16 <b>cheaper</b> 96:16 <b>check</b> 20:19,20 30:18,19 92:16 120:22,22	<b>chemistry</b> 51:25 <b>cherry</b> 120:13 <b>chestnut</b> 19:25 122:13 123:8 <b>chief</b> 76:4 117:16 <b>chilean</b> 47:20 <b>chloride</b> 54:9 54:19 64:24 111:9 <b>choice</b> 15:24 51:16 52:7 54:11,14 83:18 <b>city</b> 1:22 85:13 91:19 <b>civil</b> 23:21 <b>claim</b> 21:19 119:5 <b>claims</b> 60:19 <b>clarify</b> 62:3 74:22 <b>clarifying</b> 60:4 <b>clause</b> 81:5 <b>clean</b> 34:21 <b>clear</b> 29:3 30:2 57:23 60:7 79:8 94:10 97:20 99:10 133:23 <b>clearly</b> 12:23 36:7 38:22 <b>clerk</b> 24:23 <b>client's</b> 119:4 <b>close</b> 13:5 18:9 33:22 35:22,24 37:9 43:16 95:24 106:13
--	---	--	---



[close - complete]

Page 8

121:14	72:1 73:1 74:1	<b>come</b> 13:11,12	<b>companies</b>
<b>closed</b> 13:21	75:1 76:1,22	15:5 16:5 24:7	122:12
14:17 17:3,4	77:1 78:1,24	27:11 32:4	<b>company</b> 45:15
77:15 85:22	79:1 80:1 81:1	43:17,21 58:2	76:12,13,16
87:4 89:12	82:1,12 83:1,2	87:19 88:21	78:11 104:19
110:25 130:10	84:1,9 85:1	96:11 100:3	123:3 125:6
<b>closing</b> 10:20	86:1 87:1 88:1	106:15 107:6	<b>compensated</b>
30:18 44:22	89:1 90:1 91:1	111:24 114:4	78:5
70:7 75:11	92:1 93:1 94:1	114:17 119:24	<b>compete</b> 29:25
<b>clue</b> 42:5	95:1 96:1 97:1	126:4	33:18 35:13
<b>cod</b> 52:10	98:1 99:1	<b>comes</b> 13:15	<b>competed</b>
61:25	100:1 101:1	22:7 34:12	22:19 23:3,14
<b>cohen</b> 1:9,22	102:1 103:1	43:22	26:18 27:21
4:10 5:1 6:1	104:1 105:1	<b>coming</b> 44:16	29:17 36:17
7:1 8:1 9:1,13	106:1 107:1	59:6,7,13	39:4 40:6
10:1 11:1 12:1	108:1 109:1	124:4	119:5,5 121:7
13:1 14:1 15:1	110:1 111:1	<b>comings</b> 42:13	<b>competing</b> 19:3
16:1 17:1 18:1	112:1 113:1	<b>commence</b>	21:5 42:20
19:1 20:1 21:1	114:1,10 115:1	10:12	45:22 104:11
21:22 22:1	116:1 117:1	<b>commercial</b>	108:22 135:2
23:1,11,12	118:1 119:1	86:21 114:3	<b>competition</b>
24:1 25:1 26:1	120:1 121:1	<b>commingled</b>	102:2,19 117:6
27:1 28:1,14	122:1 123:1	53:14	118:5
28:14 29:1	124:1 125:1	<b>commission</b>	<b>competitor</b>
30:1 31:1 32:1	126:1 127:1	138:25	90:18 92:5
33:1 34:1 35:1	128:1 129:1	<b>commitment</b>	120:14,15
36:1 37:1 38:1	130:1 131:1	31:8	<b>competitors</b>
39:1 40:1 41:1	132:1 133:1	<b>commonality</b>	92:6
42:1 43:1 44:1	134:1 135:1	122:11	<b>complain</b> 89:9
45:1 46:1 47:1	136:1 137:1,17	<b>communicated</b>	<b>complaining</b>
48:1 49:1 50:1	142:4,5 143:1	84:23 85:16	69:12
51:1 52:1 53:1	143:2,24 144:1	<b>communicati...</b>	<b>complaint</b>
54:1 55:1 56:1	144:2,4,12	21:16 67:10	55:10,14
57:1 58:1 59:1	<b>cold</b> 44:5	114:11	<b>complaints</b>
60:1 61:1 62:1	<b>colleague</b> 4:14	<b>communicati...</b>	55:15
63:1 64:1 65:1	<b>collection</b> 5:13	22:8 68:5,6	<b>complete</b> 14:14
66:1 67:1 68:1	<b>combine</b> 14:24	97:24 113:20	14:14 129:18
69:1 70:1 71:1		113:21 116:19	139:14 144:8

[completed - current]

Page 9

<b>completed</b> 142:16	<b>connectivity</b> 88:9	106:13 119:7,9 119:12	114:8 124:25 139:14 144:8
<b>completely</b> 16:6	<b>consequences</b> 53:19	<b>contracted</b> 100:3	<b>corrections</b> 144:6
<b>completing</b> 30:12	<b>considering</b> 87:12	<b>contractual</b> 101:14,20	<b>correctly</b> 40:20 131:16
<b>completion</b> 139:16	<b>consistent</b> 135:3	<b>contrary</b> 119:17	<b>cost</b> 127:19
<b>complicated</b> 59:9	<b>consolidate</b> 129:16	<b>contribute</b> 60:2 60:5	<b>counsel</b> 6:12,14 21:11,12 23:20 23:20 25:4 28:25 29:4 39:14 42:3 61:20 108:16 116:16,25 142:14
<b>component</b> 13:10 14:10 17:10 18:5 33:14 36:21 37:5,10 43:5	<b>consult</b> 135:9 <b>consumer</b> 5:4 11:19 86:16 <b>consumers</b> 12:2 55:18	<b>contributed</b> 59:23 <b>control</b> 52:15 87:11 <b>conversation</b> 24:18 29:7 108:3,13	<b>count</b> 92:17 <b>counterclaim</b> 1:7,10 <b>country</b> 85:4 138:2 <b>county</b> 139:4 <b>couple</b> 6:14 125:12 135:22 <b>course</b> 49:18 57:14 68:17 90:24
<b>concern</b> 50:22 134:2	<b>consummation</b> 119:18	<b>conversations</b> 27:9 34:21 44:21 67:17 68:20 69:19,20 87:8 98:6 113:24,25 130:19	<b>court</b> 1:2 3:15 4:22 5:6,11,21 6:8 47:3 83:10 <b>credibility</b> 93:7 93:18 <b>creditor</b> 36:14 36:17 52:18,21 <b>crown</b> 128:12 <b>cs</b> 142:15 <b>current</b> 92:23 131:5
<b>concerned</b> 53:23 54:4	<b>contact</b> 97:14 98:11	<b>conveyed</b> 22:2 82:6 <b>copies</b> 70:23 142:14 <b>copy</b> 4:5,8 <b>corporate</b> 28:16 <b>corporation</b> 103:14,15 123:14 124:11 140:13 <b>correct</b> 59:20 62:2 93:2 99:5 101:8 105:23	
<b>concluding</b> 113:12	<b>contend</b> 128:4 <b>contending</b> 118:8,15		
<b>condition</b> 12:10 65:21,21 75:13	<b>content</b> 48:9 <b>contention</b> 19:2 21:4 23:6 39:17 68:23 69:2 124:10		
<b>conducted</b> 4:9	<b>context</b> 7:9 22:3 <b>continue</b> 98:19 <b>continued</b> 105:22 107:21 <b>continuing</b> 17:19 37:11 <b>contract</b> 14:19 15:21 30:17 96:19 101:9 105:18,23		
<b>confident</b> 136:18			
<b>confirm</b> 108:25			
<b>confirmed</b> 109:10			
<b>conjecture</b> 26:17			
<b>connect</b> 24:6			
<b>connecting</b> 123:4			
<b>connection</b> 45:8 67:23			

[currently - deposition]

Page 10

<b>currently</b> 77:17 90:22 <b>customer</b> 8:11 11:14 58:18 <b>customers</b> 10:24 54:25 58:16 86:19 126:18,20 <b>cut</b> 5:24,25 52:23 127:12 <b>cute</b> 64:22 <b>cv</b> 1:4 <b>cvs</b> 10:25 17:8 44:13	<b>database</b> 41:11 42:10 <b>date</b> 15:20 74:25 107:13 130:6,11 138:4 143:24 144:12 <b>dated</b> 110:13 110:13 129:8 131:2,4 132:22 132:24 133:13 136:22 140:15 140:18,21,24 141:5 <b>day</b> 12:11 27:15 32:11 35:4 54:3,21 62:17 70:10 83:12 87:6 102:13 130:13 133:16 137:20 138:23 139:22 144:15 <b>days</b> 87:14 142:16 <b>dc</b> 44:2 <b>deal</b> 10:22 11:13 12:6,25 12:25 13:8,10 14:20 16:23 33:15 38:19 51:15 54:8 65:24 68:21 84:22 86:8,11 88:3 89:12 91:4 94:25 97:5,7,22 112:24 119:19 125:12 130:14	<b>deals</b> 37:16 <b>debt</b> 132:14 <b>debtor</b> 36:17 <b>december</b> 55:13 134:13 <b>decisionmaker</b> 98:9 <b>declaration</b> 70:16,18,23 140:5 <b>declare</b> 144:4 <b>decrepit</b> 61:15 110:20 <b>deemed</b> 144:6 <b>deeper</b> 50:16 <b>default</b> 9:23 69:22 <b>defective</b> 53:3 54:7 65:8,11 67:7,12,17,19 72:4 73:7,10 73:15 109:25 117:6 118:5 134:8 <b>defects</b> 49:21 <b>defendant</b> 1:7 1:10,14 2:3,9 5:15 <b>defense</b> 119:4 <b>defer</b> 61:20 <b>define</b> 52:21 <b>deflated</b> 32:20 <b>degree</b> 61:2 <b>delaware</b> 14:22 51:12 52:20 59:20 60:10,12 60:16 66:19 74:18 112:13	136:11 <b>delay</b> 15:24 17:14 24:15 34:8 56:8 59:23 60:3,5 82:9 120:11 126:12 127:17 128:5 129:4 <b>delaying</b> 130:2 <b>delays</b> 32:3 127:21 <b>deliver</b> 16:10 31:11 60:15 89:2 <b>delivered</b> 18:11 56:20 96:3 106:15 119:23 <b>delivery</b> 61:25 93:10 <b>delta</b> 94:23 <b>demand</b> 131:18 <b>demands</b> 131:19 <b>denial</b> 20:10 <b>dense</b> 91:17,20 <b>dependent</b> 86:20 <b>depends</b> 92:11 <b>deponent</b> 138:5 139:18 142:13 144:3 <b>deposed</b> 4:17 <b>deposing</b> 142:13 <b>deposit</b> 86:9 95:23 <b>deposition</b> 1:21 3:11 5:7
<b>d</b>			
<b>d.c.</b> 91:22 <b>damage</b> 33:2 57:5 87:11 112:11 126:12 <b>damaged</b> 32:7 73:24 <b>damages</b> 126:16 127:17 <b>dart</b> 7:17 13:2 53:12 59:5 65:15 80:15 81:3,3,6,8,16 82:2,5,7 85:8 96:25 109:14 116:13 125:18 <b>dartsp.com</b> 81:13 <b>dartsp.com.</b> 70:13 <b>data</b> 42:18 88:11 103:8,24			

## [deposition - documents]

Page 11

114:23,25 116:8 138:4 139:9,11,16 140:10 <b>depot</b> 10:16,24 11:12,13,20 12:7,12,21,24 13:15,23 14:3 14:25 15:24 16:7 18:7 19:10,18 20:6 20:17 24:12,23 25:22 28:23 30:21 31:10 32:6,7,10 33:4 42:19 43:20 44:25 50:8,12 50:24 51:19 55:22 56:16 59:12 84:12,14 84:18,23,25 86:4,12,15,25 87:8,23,25 88:7,10,19 89:5,19,22,23 90:4,11,19,20 91:7 92:9,25 93:8,9,25 94:16 96:10,15 96:16,20 97:14 98:11 99:19 101:7 103:5,23 107:12 120:9 121:21 122:10 127:15,18,20 127:22 128:5 128:13 129:16 129:18 130:3	130:15 134:16 <b>depot's</b> 14:13 15:8 93:21 103:9 109:5 122:25 <b>derive</b> 80:5 <b>described</b> 102:2 <b>describing</b> 78:19 <b>description</b> 140:3 141:3 <b>designated</b> 115:18 116:3 <b>destroyed</b> 33:4 <b>detail</b> 70:8 136:17 <b>determine</b> 50:18 <b>developed</b> 21:23 <b>diamonds</b> 42:8 42:12 <b>different</b> 8:10 8:19 12:19 22:16 41:11 42:4 47:16 48:15 70:8 73:25 79:13 90:5 95:20 112:4,22,23 119:16 120:18 122:16 <b>differential</b> 94:22 <b>digging</b> 41:21 50:16 126:24	<b>diligence</b> 125:11 <b>dime</b> 16:2 121:2 <b>direct</b> 8:8 63:16 <b>directed</b> 73:19 <b>directly</b> 57:12 67:18 108:3 112:25 113:24 <b>dirt</b> 34:13 <b>disagree</b> 21:20 131:11 <b>disappointing</b> 35:3 95:5 105:14 <b>disaster</b> 111:11 <b>discover</b> 39:19 48:11 50:2 74:24 106:22 <b>discovered</b> 29:23 30:3,4 107:8 <b>discovery</b> 22:10,14,23 39:11 <b>discuss</b> 7:12 29:3,5,5 <b>discussed</b> 29:4 97:21,21 119:17 <b>discussion</b> 60:8 <b>discussions</b> 22:8 65:14 110:25 137:6 <b>disgusting</b> 102:9	<b>dismissed</b> 108:5 <b>disparaging</b> 99:13 <b>dispose</b> 54:23 <b>dispute</b> 9:4,7 9:16,19 34:6 117:10 <b>disputing</b> 132:2 <b>disrupt</b> 133:23 136:10 <b>distance</b> 60:14 60:15 <b>distribution</b> 60:9 <b>distributor</b> 8:17 <b>district</b> 1:2,3 <b>divides</b> 85:2 <b>division</b> 8:21 <b>document</b> 9:11 9:24 36:9 39:18,20 62:25 63:19 64:2 71:10,11,19 73:15 75:14 81:12 115:4,16 115:22,23,25 133:3,6,17 134:23 137:2 <b>documentation</b> 66:23 67:2 <b>documented</b> 113:4 <b>documents</b> 9:25 10:3 22:9 36:4 37:12
--	--	---	--

39:3,8,13 40:4 67:7,19,22,23 68:3,18 104:15 116:13,15,19 117:3 118:15 <b>docusign</b> 63:8 <b>doing</b> 24:4 54:16 122:10 <b>dollar</b> 53:25 60:18 95:23 <b>dollars</b> 10:19 10:21 14:18 25:12 30:17 35:15 38:3 55:20 86:9 104:18,20 <b>domain</b> 80:21 81:9,10,13,18 81:19,25 82:10 83:13 <b>door</b> 58:23 <b>dots</b> 24:6 123:4 <b>double</b> 92:16 <b>doubt</b> 12:16 <b>dragged</b> 107:5 <b>drawn</b> 22:4 <b>driving</b> 94:23 <b>drop</b> 109:10 <b>drum</b> 112:2 <b>duly</b> 4:3 84:5 139:9 <b>dump</b> 34:17	88:7 107:11 113:4 116:13 127:3 129:8,9 129:13,25 130:20,23 136:22 137:4 139:1,1 140:2 140:15 141:2,5 143:3,3,3 <b>earlier</b> 9:9 26:22 36:24 41:8 50:4 54:17 62:7 66:12 67:18 69:5 74:11 78:10,19 80:13 84:13 86:15 87:22 90:15 95:13 103:21 104:23 105:8 106:12,24 109:23 111:5 119:17 125:11 126:7 130:5 <b>early</b> 11:23 12:5 16:3 50:8 85:15 86:19 87:2,17 134:17 <b>earth</b> 30:22 <b>easily</b> 49:9 111:25 <b>east</b> 2:4 <b>easy</b> 47:6 49:10 110:7 <b>edi</b> 88:11 <b>eerily</b> 20:11 <b>effect</b> 3:14 100:2 127:4	<b>effective</b> 48:8 <b>effectively</b> 16:13 33:23 34:3,17 <b>effort</b> 67:6,22 <b>egregiously</b> 59:11 <b>egypt</b> 13:12 14:21 27:11,14 49:19,22 57:24 134:9 <b>either</b> 24:2 <b>electronic</b> 88:11 90:5 <b>element</b> 48:7 86:13 128:3 <b>elements</b> 129:3 <b>elliott</b> 131:5 <b>emeralds</b> 42:13 <b>employed</b> 76:11 <b>employee</b> 4:24 <b>employees</b> 100:16 101:6 135:15,20 <b>empty</b> 49:14 <b>encourage</b> 99:6 <b>ended</b> 37:2 <b>engage</b> 99:20 108:15 <b>engagement</b> 109:14 <b>engel</b> 2:2 131:5 <b>ensure</b> 43:3 <b>enter</b> 95:3 <b>entered</b> 12:6 18:21 84:22	<b>entire</b> 79:10 <b>entirely</b> 23:4 <b>entities</b> 41:12 41:14,20 42:4 42:13 104:2 108:20 109:4 121:13 122:16 122:18 <b>entitled</b> 21:24 21:25 <b>entity</b> 41:17,17 41:17,18 42:9 76:23,25 77:21 77:23 80:11 121:3,5,7 <b>epli</b> 4:24 <b>equipment</b> 8:17,19 49:10 52:3,3,4 <b>equivalent</b> 23:5 <b>errata</b> 138:1 142:11,13,16 <b>error</b> 27:7 <b>especially</b> 126:19 <b>esq</b> 2:5,6,12 142:1 <b>essentially</b> 36:13 96:20 <b>estate</b> 11:6 27:3 31:22 <b>et</b> 142:4 143:1 144:1 <b>ethnicity</b> 99:15 <b>evans</b> 129:14 <b>evergreen</b> 38:23
<b>e</b>			
<b>e</b> 2:2,2,10 4:2,2 13:3 17:23,24 18:3 65:10 70:7 84:2,2,4,4			

<b>everybody</b> 51:25 82:16 <b>everybody's</b> 33:7 71:5 <b>evidence</b> 22:18 22:24,25 26:13 26:16 28:18 29:16 39:24,24 40:3 44:15 124:8 <b>exact</b> 10:17 12:22 60:20,21 60:23 61:11 69:17 74:25 77:11 85:25 94:4,7 100:24 107:13 110:19 123:7 126:17 <b>exactly</b> 24:13 84:16 107:10 120:22 131:21 131:24 <b>examination</b> 4:9 <b>examined</b> 4:4 84:6 139:8 <b>example</b> 11:22 42:17 49:8 58:21 86:23 <b>excel</b> 71:21 <b>except</b> 3:7 <b>exceptionally</b> 50:5 87:7 <b>exchanged</b> 25:13 33:6 <b>excited</b> 45:2 86:8	<b>excuse</b> 35:23 92:22 117:17 119:11 <b>excused</b> 119:9 <b>excuses</b> 118:7,8 120:12 <b>execute</b> 31:11 89:2 <b>executed</b> 9:20 <b>exhibit</b> 70:16 70:16,17,20 71:6,8,16,22 72:10 114:21 114:21,22 123:10,11,12 129:6,7 130:25 131:3 132:21 132:23 133:12 133:15 136:21 136:23 140:4,6 140:8,11,14,17 140:20,23 141:4 <b>exhibits</b> 70:24 <b>exist</b> 76:23 127:11 <b>expand</b> 10:15 10:23 11:8 12:7 97:7 <b>expansion</b> 11:12 <b>expect</b> 17:22 120:2 <b>expectation</b> 85:23 <b>expected</b> 15:5 17:21 65:24 86:10 119:18	<b>expecting</b> 90:14 107:15 107:16 <b>expense</b> 55:25 <b>experiences</b> 31:18 <b>expert</b> 50:17 <b>experts</b> 42:2 <b>expires</b> 138:25 <b>explain</b> 35:15 47:13 104:20 <b>explanation</b> 22:6,7 <b>expressly</b> 81:19 113:21 <b>extent</b> 15:23 21:21 39:7 43:12 112:11 <b>external</b> 23:20 25:3 <b>extra</b> 5:21 <b>f</b> <b>f</b> 1:6 71:16,22 72:10 84:2 139:1 142:4 143:1 144:1 <b>face</b> 20:8 32:25 82:4 <b>facet</b> 114:2 <b>facets</b> 31:19 47:25 68:21 <b>facilities</b> 48:23 <b>facility</b> 14:22 51:11 54:18 65:19 <b>fact</b> 20:8 24:18 27:20 28:2	32:23 39:25 42:3,18 54:21 60:15 <b>factory</b> 58:24 58:25 <b>facts</b> 21:3,11 21:18 22:4,24 26:16 40:3,4 45:25 56:18 57:8 104:3 108:24 121:6 124:9 <b>factual</b> 18:25 <b>fail</b> 16:14 107:6 <b>failed</b> 46:20 47:8 <b>fails</b> 142:18 <b>fair</b> 6:22 47:10 58:7 68:25 69:22 96:21 108:22 127:14 <b>faith</b> 67:6 <b>fallacy</b> 16:6 <b>false</b> 24:3 <b>falsely</b> 29:11 <b>familiar</b> 7:25 8:10 111:23 112:20 123:22 <b>famous</b> 19:13 <b>far</b> 50:21 51:12 60:14 69:24 118:4 <b>fargo</b> 77:6,18 <b>fashion</b> 134:3 <b>fast</b> 115:10 <b>fatigue</b> 110:21 <b>fault</b> 16:21 93:4
---	---	--	---



[fear - frankly]

Page 14

<b>fear</b> 24:15	65:20 67:6,22	<b>flavor</b> 14:7,7	61:5 65:13
<b>february</b> 9:22	68:8,11,13,17	<b>flavors</b> 14:8	67:14 69:3,15
77:8,8 131:2,4	89:23 93:12	<b>flip</b> 54:2	70:5 72:17
131:25 140:18	95:5 100:6	<b>floor</b> 50:8	73:17 76:10
<b>fewer</b> 91:7	102:10 109:12	<b>focus</b> 97:23	78:9,21 79:2,9
<b>field</b> 32:12	125:22,22,22	<b>follow</b> 17:13	79:9,11 81:23
50:12 89:8	126:25	76:20 118:12	82:12 94:6
<b>figure</b> 107:25	<b>finding</b> 41:22	119:2	102:25 103:19
114:2	<b>fine</b> 47:18,19	<b>followed</b>	104:7,22
<b>figured</b> 25:3	47:21,24 68:15	127:24 128:2	105:21 106:10
27:18	<b>finish</b> 6:2,4	<b>following</b> 47:6	111:4,22
<b>file</b> 71:21	16:23 59:15	121:14	113:15 116:22
<b>filing</b> 3:4 121:9	96:24 122:19	<b>follows</b> 4:4	117:8,14,21
<b>fill</b> 34:12 54:10	130:14	84:7	118:11,21
111:24	<b>finished</b> 122:22	<b>fools</b> 13:22	119:14 121:16
<b>fillable</b> 66:22	<b>fire</b> 19:12,20	19:9 32:7	121:24 124:13
110:7	19:21,22 32:18	<b>foot</b> 17:12 19:8	125:8 126:14
<b>filled</b> 61:15	85:10 90:25	<b>force</b> 3:13	128:23 132:16
111:10	91:2 96:7	<b>foreclosed</b>	132:20 135:6
<b>final</b> 77:14,15	103:9,10	79:24	135:17 136:6
135:9	<b>first</b> 4:3 20:16	<b>foreclosure</b>	139:13
<b>finally</b> 51:3	28:23 55:9	77:12,14 79:16	<b>formal</b> 69:21
52:9 66:18	70:15 71:6,12	<b>foregoing</b>	<b>formed</b> 122:18
88:18 89:7	71:13 72:13	139:9 144:5	<b>former</b> 80:9
130:24	81:6 102:16	<b>forget</b> 23:11	131:5
<b>financed</b> 33:10	107:11 112:5	<b>forgive</b> 91:22	<b>forth</b> 86:7
36:10 43:4	114:24 133:2	<b>forgot</b> 98:23	<b>forthcoming</b>
<b>finances</b>	135:9 136:7	<b>form</b> 3:7 8:4	16:24
117:19,22	<b>five</b> 121:25	19:6 21:7	<b>fortunately</b>
<b>financial</b> 31:8	125:25	23:17 26:12,20	37:5
80:5 118:3	<b>fix</b> 55:24	27:24 29:19	<b>forward</b> 31:4
<b>financier</b> 37:19	<b>fixation</b> 42:7	35:17 36:6	89:11 98:15
<b>financing</b>	42:12	38:7,12 39:7	<b>found</b> 17:6
37:15,17,23	<b>fixing</b> 55:24	40:8,18,23	56:14 78:3
<b>find</b> 15:17	<b>flags</b> 26:5	41:5,6 44:19	91:11 106:25
23:23 24:3	<b>flakes</b> 19:22	45:18 46:4,10	<b>fourth</b> 115:7
25:16 26:9	32:18 91:2	53:6 56:22	<b>frankly</b> 18:13
32:16 62:11	103:9	57:17,22 58:10	35:10 43:6

[frankly - guys]

Page 15

96:10 100:10 102:9 <b>fraud</b> 108:16 <b>freight</b> 14:15 <b>friend</b> 7:11,11 7:14 10:13 12:15 45:5,5 97:6,6 <b>friendly</b> 120:14 <b>front</b> 37:22 <b>frosty's</b> 85:10 <b>frustration</b> 127:23 <b>fulfill</b> 85:6 <b>full</b> 131:19 <b>further</b> 3:6,10 41:21 84:6 87:21 137:11 139:20	25:2 31:20 34:7 37:3 50:11 55:15 82:9,20 86:14 91:21 98:2 126:4 127:24 128:12 <b>give</b> 39:18 44:13 55:20 62:14 71:15 105:5,9 115:13 126:17 <b>given</b> 6:21 18:4 53:23 56:8 65:22 69:10 144:9 <b>gives</b> 86:4 90:11 <b>giving</b> 117:5 <b>glad</b> 80:25 <b>gloss</b> 121:10 <b>go</b> 8:13 11:24 12:20 14:4,6 14:15,21,25 15:2 16:5 17:18 28:11 31:24 32:5 41:7 43:22 44:7 47:11 51:17 52:8,11 54:22 59:15 63:13 64:18 72:3 75:4 79:7 79:19,21 86:24 90:16,24 91:18 95:12 100:6 106:10 107:10 110:8 112:3	115:7,12,23 119:17 120:10 122:4 127:20 129:5 131:20 <b>goal</b> 18:18 <b>goes</b> 13:15 19:24 24:13 46:8 58:23 93:13 103:24 105:12 <b>going</b> 5:18,24 5:24,25 6:13 8:3 15:15,25 17:7 20:6,25 21:7,8,18 25:14 26:14 27:11 28:7 31:11 32:4 33:17 37:8 38:20 39:12 42:22 44:11,13 44:17 45:8 46:7 50:7,15 53:17 54:13 56:7 59:8 62:9 62:23 70:14,15 71:4,4 83:15 84:24 85:9 88:22 93:16 95:19 97:25 98:15 100:5,9 106:19 108:5 109:5 112:15 114:20 115:10 117:13 122:16 133:15 <b>good</b> 4:10,11 10:12 11:7	12:8 18:21 35:7 61:3,7,9 63:12 66:16 67:6 110:14 111:8 117:23 120:12 <b>goods</b> 14:15 32:21 49:4,5 49:20,22 50:4 51:13,14 52:9 112:12 <b>gotten</b> 5:5 96:3 <b>grabbing</b> 48:7 <b>grace</b> 123:20 <b>grail</b> 91:15 <b>great</b> 11:16 <b>grocery</b> 86:23 <b>ground</b> 6:13 <b>grow</b> 93:16 100:4 <b>growing</b> 19:14 <b>guarantee</b> 9:7 <b>guaranteed</b> 118:17 <b>guess</b> 18:16 55:16 <b>guy</b> 43:23,25 54:13 62:16 97:22 98:8,11 100:3 102:14 102:15 114:3 <b>guys</b> 7:12 11:4 11:4 20:5 38:15 65:11 96:8 97:7 111:18 113:8 120:15,20
<b>g</b>			
<b>garbage</b> 34:17 <b>garden</b> 8:17 <b>ge</b> 31:4 <b>gem</b> 42:8,11 <b>general</b> 28:24 81:16 <b>generally</b> 10:11 120:4 <b>gennette</b> 2:6 4:14 <b>gentleman</b> 75:20 <b>geography</b> 85:2 95:16 <b>geology</b> 42:12 <b>getting</b> 17:11 17:23,23 24:16			



[h - ice]

Page 16

<b>h</b>	66:16 73:24	<b>highway</b> 2:4	96:16,20 97:14
<b>h</b> 4:2,2 84:4,4	<b>hardware</b>	<b>hindsight</b>	98:11 99:19
140:2 141:2	19:15	18:15 25:18	101:7 103:5,8
143:3	<b>harm</b> 18:24	33:20 38:22	103:23 107:12
<b>half</b> 63:6	127:22 128:3	<b>hire</b> 99:6,9	109:5 120:9
<b>hand</b> 139:22	129:3	100:16	121:20 122:9
<b>handed</b> 128:14	<b>harmed</b> 25:22	<b>hit</b> 93:18	122:25 127:15
128:17	<b>hat</b> 28:15	<b>hold</b> 10:17	127:18,20,22
<b>hands</b> 11:9	<b>head</b> 6:9,9	21:15 116:12	128:5,13
<b>happen</b> 89:6	118:3	116:18	129:16,18
106:17 132:14	<b>headaches</b>	<b>holds</b> 11:23	130:2,15
132:17	120:13	<b>holy</b> 91:15	134:16
<b>happened</b>	<b>hear</b> 26:2	<b>home</b> 10:16,24	<b>homework</b>
33:19 62:11	<b>heard</b> 39:15	11:12,13,20	108:2
77:3 84:17	<b>heart</b> 90:8	12:7,12,21,24	<b>hope</b> 57:18
91:5 127:18	109:9	13:15,23 14:3	<b>hoped</b> 34:7
<b>happening</b>	<b>heat</b> 19:12,19	14:12,25 15:8	<b>hopefully</b> 9:17
55:16 88:3	32:18 47:24	15:24 16:6	<b>hoping</b> 65:19
<b>happens</b> 11:13	85:9 96:6	18:6 19:10,18	<b>horrible</b> 93:8
59:13	<b>heated</b> 42:23	20:6,17 24:12	<b>hosed</b> 20:4
<b>happy</b> 79:8	<b>heavy</b> 95:4	24:23 25:22	42:21
83:8 85:16	112:9	28:23 30:21	<b>hot</b> 15:11
129:5	<b>help</b> 100:4	31:10 32:5,7	<b>human</b> 31:18
<b>hard</b> 5:24 34:4	132:14 135:20	32:10 33:3	<b>hundred</b> 94:20
37:14 48:10	<b>helping</b> 135:23	42:19 43:20	<b>hurt</b> 32:9
50:14 71:20	<b>hereto</b> 139:19	44:25 50:8,12	<b>hustle</b> 31:22
94:11 126:17	144:7	50:24 51:19	41:19
<b>harden</b> 55:20	<b>hey</b> 24:23	55:22 56:15	<b>hypothesize</b>
136:3	65:11 85:8	59:12 84:12,14	105:7
<b>hardened</b> 48:5	<b>hi</b> 129:15	84:17,23,25	<b>i</b>
49:25 50:3,19	<b>hide</b> 32:22	86:4,11,15,24	<b>ice</b> 11:25 12:4
56:3,12,15,19	<b>high</b> 92:18 94:2	87:7,23,25	14:7 28:20
57:6,15 58:5	94:14,19	88:7,10,19	34:4 42:20
74:4,7,13 89:9	<b>higher</b> 37:8	89:5,19,22,23	44:12 48:8
134:10,12	52:4 90:20	90:4,11,19,20	50:13 56:23
<b>hardening</b>	<b>highly</b> 85:14	91:7 92:9,25	74:19 81:6
55:10 64:9	91:17 97:4	93:8,9,20,25	84:24 91:16
		94:16 96:10,15	

[ice - j]

Page 17

99:11 121:20 133:14 140:25 <b>iconic</b> 19:11,16 <b>idea</b> 106:20 <b>identification</b> 70:17 71:8 114:22 123:12 129:7 130:25 132:21 133:12 136:21 140:4,6 140:8,11,14,17 140:20,23 141:4 <b>identified</b> 28:22 112:9 <b>identifying</b> 26:24 41:25 <b>ilana</b> 100:19 <b>imagine</b> 58:4 86:18 <b>immediately</b> 29:24 30:3,8 31:16 43:19 88:2 128:15,17 <b>impactful</b> 94:14 <b>implying</b> 36:20 36:22 <b>important</b> 5:19 6:7 11:14,17 17:25 84:25 86:17 97:23 <b>importantly</b> 31:9 <b>importer</b> 7:15 <b>impossible</b> 49:6	<b>improper</b> 23:5 <b>inception</b> 68:21 <b>inclination</b> 20:16 <b>include</b> 21:10 <b>including</b> 22:22 101:17 <b>incorporation</b> 123:13 140:12 <b>increase</b> 95:17 <b>increased</b> 93:25 <b>individual</b> 99:13 100:18 102:6 112:25 <b>inept</b> 88:24 <b>inference</b> 22:4 <b>information</b> 21:10,22 22:2 22:3 24:16 25:8 86:6 98:3 108:20 125:13 <b>initial</b> 124:15 134:2,17 <b>initially</b> 57:2 <b>injured</b> 5:5 <b>injury</b> 5:4 <b>inquiries</b> 126:19 <b>ins</b> 44:25 88:4 88:6,7 <b>inspect</b> 48:24 56:11 75:12 <b>inspected</b> 66:9 74:10,11 75:16 111:2 <b>inspecting</b> 34:10 113:8,12	<b>instruct</b> 73:14 <b>instruction</b> 5:19 <b>instructs</b> 6:15 <b>integrity</b> 12:16 55:3 <b>intellectual</b> 13:2,3 34:14 103:22 <b>intent</b> 10:22 38:21 66:3 <b>intention</b> 12:8 15:2 <b>intentionally</b> 130:2 <b>intentions</b> 10:12 18:22 35:8 105:8 <b>interchange</b> 88:11 <b>intercontinen...</b> 53:9 <b>interest</b> 80:10 100:5,8 124:11 <b>interested</b> 25:15 54:25 99:11 100:7 139:20 <b>interjected</b> 79:11 <b>internal</b> 110:24 <b>interpose</b> 82:13 <b>interrogatory</b> 23:6 <b>interrupt</b> 15:20 <b>intertwined</b> 22:5	<b>introduced</b> 7:10,14 10:13 10:14 <b>introduction</b> 27:14,15 98:4 <b>inventory</b> 46:17 47:25 48:15,16,17,18 48:25 52:24 60:19 61:3 68:24 71:16,24 71:25 72:2 73:23 74:3 75:13,17 82:7 109:24 111:8 118:6 136:16 <b>investigation</b> 108:2 <b>investing</b> 97:9 <b>investment</b> 11:6 31:8 <b>investors</b> 78:2 78:3 80:9 <b>ip</b> 24:8,10 <b>irrelevant</b> 50:21 58:25 <b>israel</b> 30:25 <b>issue</b> 13:10 112:17 131:17 131:18,22 <b>issues</b> 24:17 47:24 56:24 87:21 111:2 <b>it'll</b> 43:22
<b>j</b>			
<b>j</b> 4:2 84:4			

[jam - knew]

Page 18

<b>jam</b> 39:2	67:5,11,21	33:1 34:1 35:1	130:1 131:1
<b>january</b> 107:9	68:6 69:11,25	36:1 37:1 38:1	132:1 133:1
109:18 136:22	69:25 72:5	39:1 40:1 41:1	134:1 135:1
137:7 141:5	73:9,12 74:10	42:1 43:1 44:1	136:1 137:1,17
<b>jburstein</b> 2:12	75:16 76:6,18	45:1 46:1 47:1	142:4,5 143:1
142:2	76:19,22 78:13	48:1 49:1 50:1	143:2,24 144:1
<b>jersey</b> 1:22,23	78:18,25 79:15	51:1 52:1 53:1	144:2,4,12
23:25 48:17	79:23 80:10	54:1 55:1 56:1	<b>jsr</b> 1:4
60:12,17 65:18	84:15 89:3	57:1 58:1 59:1	<b>judaic</b> 99:16
85:13 91:16,19	91:7 92:9,15	60:1 61:1 62:1	<b>judd</b> 2:9,12
97:8 103:16	92:20 100:23	63:1 64:1 65:1	21:15 39:17
109:8 123:23	101:5 104:11	66:1 67:1 68:1	47:6 62:22
124:19 125:16	104:24 106:11	69:1 70:1 71:1	117:23 142:1
<b>jewel</b> 128:12	107:16,21	72:1 73:1 74:1	<b>jug</b> 17:8
<b>job</b> 40:19	110:24 115:19	75:1 76:1,22	<b>jugs</b> 16:25 17:5
<b>joe</b> 1:9,11 7:23	116:4,10,14	77:1 78:1 79:1	32:3 44:12
7:24,25 8:5,11	117:11,12	80:1 81:1 82:1	110:6,15
8:15,16,19,20	118:8,16 119:7	83:1 84:1 85:1	119:24
8:20,21,22	121:8 127:22	86:1 87:1 88:1	<b>junk</b> 35:5
9:13,19 11:14	129:14,17	89:1 90:1 91:1	<b>k</b>
15:13,17 19:4	131:6,7 132:8	92:1 93:1 94:1	<b>k</b> 1:6 142:4
21:5 22:18,20	135:2,15 136:3	95:1 96:1 97:1	143:1 144:1
22:25 23:3,12	136:18	98:1 99:1	<b>keep</b> 5:20
23:14 24:10	<b>joe's</b> 8:14	100:1 101:1	40:12 65:7
26:18 27:22	10:23 19:2	102:1 103:1	95:17 101:5
28:15,17,19,21	21:4 36:14	104:1 105:1	<b>kept</b> 31:7 43:9
28:23 29:17,25	38:4,24,25	106:1 107:1	<b>key</b> 13:10
38:3,4 39:5	76:4 78:7	108:1 109:1	86:13 89:20
40:6 43:21	<b>joseph</b> 1:9,21	110:1 111:1	90:7 91:17
45:23 46:19	5:1 6:1 7:1 8:1	112:1 113:1	92:4 94:23
47:8 48:22	9:1 10:1 11:1	114:1 115:1	125:12,12
49:3 50:15	12:1 13:1 14:1	116:1 117:1	<b>kid</b> 19:14
51:11 52:24	15:1 16:1 17:1	118:1 119:1	<b>kind</b> 14:5
53:8 56:20	18:1 19:1 20:1	120:1 121:1	<b>kn</b> 2:7
58:7,21 59:2	21:1 22:1 23:1	122:1 123:1	<b>knew</b> 12:15
59:19 60:19	24:1 25:1 26:1	124:1 125:1	15:23 19:13
61:18 63:4	27:1 28:1 29:1	126:1 127:1	44:16 57:14,20
65:7 66:8,25	30:1 31:1 32:1	128:1 129:1	

[knew - located]

Page 19

58:5 97:13	<b>l</b>	<b>learned</b> 134:10	<b>lines</b> 8:2 100:9
108:16 109:11	<b>lack</b> 118:6	<b>leave</b> 76:8	<b>link</b> 43:13
113:2	<b>landlord</b> 4:22	<b>led</b> 98:4	<b>linking</b> 125:23
<b>know</b> 6:13 10:2	5:10,12 24:3	<b>left</b> 56:15 65:19	<b>list</b> 71:16,24,25
16:16,18,20,22	<b>landscaper</b>	99:20	80:21 81:25
30:20 35:18	11:22	<b>legacy</b> 96:25	82:3 115:8
41:16 42:7	<b>landscapers</b>	<b>legal</b> 21:17	<b>listed</b> 107:14
49:15 59:22,25	86:21	131:6 138:1	121:13
60:6,21 61:6	<b>language</b> 15:13	142:23	<b>listen</b> 98:17
64:25 67:2,16	<b>large</b> 48:3	<b>lender</b> 79:24,24	<b>listing</b> 70:7
69:18,24 70:6	68:24 69:6	<b>letter</b> 20:10	<b>lists</b> 72:2 80:23
70:11 71:2	72:19	69:17 129:15	81:10
73:12 74:6,9	<b>late</b> 7:7 12:5	129:18 131:2,4	<b>litigation</b>
77:17 81:11	13:6,18 15:25	132:22,24	116:12,12,18
83:16 85:8	16:13,17,19,21	133:13,18,20	<b>little</b> 18:17
89:11 96:10,14	17:7 19:9 31:5	140:18,21,24	31:6 102:12
96:17 97:17,18	32:22 44:11,17	<b>letterhead</b>	108:18 126:7
98:12 99:3	50:5,25 51:19	19:25	<b>live</b> 51:17 52:7
108:6 110:19	55:13 59:12	<b>letters</b> 113:5	91:22
110:20,22	87:7,10,14,15	<b>letting</b> 85:7	<b>lived</b> 91:23
114:15,15	88:3,19 89:7	<b>level</b> 58:24	<b>lives</b> 99:21
121:14,22	119:24 127:25	73:22 112:6	<b>living</b> 15:3
122:3,3 123:6	134:17	<b>liability</b> 4:25	<b>llc</b> 1:6,9,11
123:7,20 124:6	<b>lateness</b> 87:12	<b>liar</b> 29:9	76:22 80:10
128:14,16,20	93:10	<b>licensee</b> 78:13	107:16 117:18
130:20 136:13	<b>lawn</b> 8:18	78:14	124:20 142:4
136:13	<b>lawyer</b> 7:3	<b>licensor</b> 78:15	143:1 144:1
<b>knowing</b>	116:9	<b>licth</b> 124:6	<b>load</b> 12:20
126:20	<b>layer</b> 49:7,8	<b>lies</b> 25:17	13:25,25 15:8
<b>knowledge</b>	57:2	<b>life</b> 41:12 105:6	15:14 44:25
23:13 28:11,12	<b>layers</b> 49:13	<b>limit</b> 9:16	50:7 60:13
28:13 101:24	112:4	<b>limited</b> 44:4	85:24 86:12
101:25	<b>lead</b> 97:19	<b>line</b> 28:9 31:10	88:4,6,7
<b>knows</b> 22:12	<b>leading</b> 44:21	95:12 130:15	135:23
<b>kristi</b> 2:6	<b>learn</b> 97:16	138:6 143:4,7	<b>loaded</b> 35:8
135:10	108:24 134:11	143:10,13,16	40:13 56:5
<b>kristri</b> 4:14		143:19	<b>located</b> 1:22

<b>location</b> 42:16 85:5 95:15 102:8 136:15 <b>locations</b> 48:16 49:5 94:23 95:2 <b>long</b> 9:17 21:9 30:22 50:23 82:9 88:18 100:8,22,25 110:18 122:23 128:4 133:24 134:22 <b>look</b> 9:11 19:9 19:23 28:25 32:7 42:18 49:4 56:9 64:6 66:13 88:23 89:15 91:3 103:23 112:14 114:16 122:17 129:6,22 131:20 132:23 136:25 <b>looked</b> 13:22 49:8 57:5 67:21 112:8 113:17 127:6 <b>looking</b> 71:23 72:10 90:25 136:16 <b>looks</b> 131:6 <b>lose</b> 38:22 90:18 <b>losing</b> 96:7 <b>lost</b> 17:9 25:19 33:3 87:12 89:4,24 90:7	91:10 92:4,6 92:18 93:7 95:3 98:21 102:14 <b>lot</b> 18:22 31:23 35:9,19,19,20 36:25 41:19 43:7 56:23 58:14 85:3,14 85:15 86:24 87:16 90:14 94:15 97:9 110:4 111:11 112:6 120:6,8 120:12,13,18 122:12 <b>lots</b> 23:7 122:14 <b>lower</b> 94:13 112:6 <b>lunch</b> 83:16,21 <b>m</b> <b>m</b> 2:5 <b>machine</b> 66:22 110:8 <b>machinery</b> 49:10 <b>made</b> 25:19 28:19 31:7,9 32:22 43:14 60:7 67:6,22 81:15 82:4 88:23 97:19 99:10,13,14 100:10 104:11 106:11,11 107:23 109:9	109:18 116:14 116:15 122:14 133:23 139:18 144:5 <b>magnitude</b> 94:22 <b>mail</b> 17:23,24 18:3 65:10 107:11 129:8,9 129:13 130:20 130:23 136:22 137:4 140:15 141:5 <b>mails</b> 13:3 70:7 88:7 113:4 116:13 127:3 129:25 <b>main</b> 31:23 41:19 97:13 98:9 <b>major</b> 17:10 <b>majority</b> 73:2 <b>make</b> 37:11 38:2 39:16 43:14 44:8 47:6 52:10 54:22 58:20 59:10 68:11 70:25 73:14 93:23 97:7 105:22 107:21 124:25 <b>makes</b> 14:5 15:7 27:13,16 <b>making</b> 43:9,16 105:19 106:19 <b>manageable</b> 13:8	<b>management</b> 1:6 142:4 143:1 144:1 <b>manager</b> 76:22 <b>managers</b> 75:18 <b>manufacture</b> 8:16 <b>march</b> 132:22 132:24 133:13 133:16 140:22 140:24 <b>mark</b> 70:15 71:4 <b>market</b> 54:6 84:25 85:2,11 89:20,24 90:2 90:7,9,10,12 90:23 91:11,15 92:3,3,4,19 93:13,14,15 94:9,16,18 97:3,3 100:4 107:2,2 120:10 <b>markets</b> 85:12 94:13 <b>marking</b> 136:23 <b>marks</b> 20:11,11 <b>maryland</b> 2:4 91:25 92:2 <b>material</b> 11:13 11:15 17:2 48:5 49:9,12 49:18 50:13 51:21,22 65:16 65:16,25 66:4 66:6,10 74:20
---	--	--	--

86:14 110:5,14	42:20 44:12	<b>million</b> 10:19	123:13 124:11
<b>materials</b>	50:13 56:23	10:20,21 14:18	124:15,20
11:19,25 34:9	74:19 81:7	14:19 18:22,23	140:13 142:4
34:17,19,20	84:24 91:16	25:12,12 30:17	143:1 144:1
73:7,10 113:9	99:11 121:20	30:19 33:5,21	<b>minus</b> 102:12
130:21 136:19	<b>melting</b> 48:8	33:22,22 35:19	<b>minute</b> 79:22
<b>maternity</b> 31:2	133:14 140:25	35:21,22,23,23	107:25 115:13
<b>mathematical</b>	<b>member</b>	35:24,25 36:25	<b>minutes</b> 4:12
94:22	117:17	37:3,8,9 42:23	129:22
<b>matter</b> 59:6	<b>members</b> 17:5	43:15 86:9,10	<b>misgiving</b>
64:22 67:24	<b>memory</b> 10:3	95:23,24,24	88:20
68:19 92:11	<b>mention</b> 54:24	102:12 106:12	<b>misquote</b> 63:15
<b>matters</b> 15:7	<b>mentioned</b>	106:13 120:16	<b>missed</b> 43:11
43:6	31:21 48:23	120:21,21,25	50:7 136:7
<b>matthew</b>	50:4 51:2	<b>millions</b> 18:23	<b>missing</b> 14:10
129:14,23	54:17 61:15	35:15 38:3	<b>mistake</b> 10:16
<b>maximum</b>	62:7 80:13	104:18,20	27:8
94:21	84:19 85:18	<b>mind</b> 5:20	<b>mistaken</b> 9:10
<b>mean</b> 7:21 8:5	86:15 87:22	41:18 71:5	107:18
10:9 20:8	90:15 91:15	96:12 107:13	<b>moisture</b> 48:6
27:12 37:11	103:21 105:8	<b>mine</b> 7:14	48:9 52:6
61:6 65:3 90:7	106:24 111:5	10:14	73:24 111:13
118:24 121:10	120:7 126:23	<b>mineola</b> 138:2	<b>moment</b> 17:20
128:21,21,24	134:2	<b>mineral</b> 20:16	47:16 54:8
<b>meaning</b> 11:5	<b>merchandise</b>	42:5,11	67:20 75:4
<b>means</b> 8:6	112:10	<b>minerals</b> 1:6	84:13
55:24 121:9	<b>merger</b> 129:19	23:19 24:7,9	<b>money</b> 10:6
<b>meant</b> 7:22	<b>messages</b> 127:4	24:11,24 25:20	11:9 18:22
<b>meet</b> 7:6,9,16	<b>met</b> 7:13 99:24	26:4,23 32:18	19:9 20:4
85:23 86:10	99:25	41:9 42:12	25:21 31:24
95:13	<b>metaphor</b>	43:13 45:11,15	33:5 34:6 35:9
<b>meeting</b> 7:13	25:24	90:3,13,23	35:19,20 37:2
<b>meetings</b> 87:9	<b>mid</b> 87:18	91:11 92:7	38:25,25 52:22
<b>mega</b> 92:19	<b>midatlantic</b>	93:13 95:6	55:20 90:15
94:10	142:15	96:14 102:19	102:15 104:10
<b>melt</b> 7:23 11:25	<b>middle</b> 111:15	103:7,7,13,17	104:24,25
12:4 14:7	<b>milewise</b> 60:14	103:20,24	105:3,3 118:16
28:20 34:4		106:25 122:9	118:17 120:6



121:4 131:15 132:3 <b>months</b> 17:7 50:10 101:2,3 128:11 <b>morning</b> 4:10 4:11 <b>mosche</b> 2:17 <b>moshe</b> 1:14 4:15 7:6,16 10:14 11:5 12:15 18:12 19:11 21:3 23:21 24:18 28:19 31:21 32:23 33:6 34:3,15 36:25 37:13 41:12 44:21 45:4,16 51:13 52:10 54:12,16,21 67:18 68:20 70:7 85:19 87:24 89:13 93:17 94:9 97:19 98:5 99:6 101:12,25 104:2,4,11,25 107:25 108:3 109:7 112:22 113:24 116:14 124:16,20 125:15 128:11 129:15 130:21 131:17 133:21 <b>moshe's</b> 19:24 23:22 26:24,25 41:23 42:7	<b>mothers</b> 8:18 <b>motive</b> 105:7 <b>move</b> 29:6 39:2 49:6,9 59:10 66:14 94:18,20 125:4 136:11 <b>moved</b> 54:18 54:19 66:18 99:21 100:11 <b>moving</b> 48:14 55:4 74:14,17 89:11 <b>multiple</b> 14:16 18:12,12 104:9 113:25 120:7 <b>n</b> <b>n</b> 2:2 4:2 84:2,2 84:2,4 <b>name</b> 4:13 19:22 20:16 24:7,7 26:23 26:25 27:2,2,3 33:2 41:9 42:5 53:20 54:23 58:22 76:19 81:9,13,18 82:7,10 83:13 100:19 107:16 122:9 123:3,3 133:25 138:4,5 <b>named</b> 75:20 139:8,12 <b>names</b> 19:10 20:8 80:21 81:10,20 82:2 85:11 112:23	<b>narrow</b> 44:8 <b>nature</b> 114:5 <b>nautical</b> 60:14 <b>near</b> 65:18 85:13 <b>nearly</b> 124:14 <b>necessarily</b> 86:20 <b>necessary</b> 17:8 144:6 <b>need</b> 5:22 14:13 16:2 34:22 52:2 55:24 63:11 89:10 99:19 115:2 130:18 <b>needed</b> 17:2 18:6 30:20 50:22 54:9 60:11 70:8 88:2,9,12 136:10 <b>needs</b> 11:23 12:2 <b>negotiating</b> 37:4,14 <b>negotiations</b> 97:19 <b>nested</b> 112:3 <b>net</b> 14:23 96:4 106:16 <b>never</b> 15:5 24:2 31:15 39:15 45:9 57:11 69:21,25 91:5 98:3 107:4 109:8	<b>new</b> 1:3,22,24 2:11 23:25 46:13 48:17 51:11,17 60:10 60:11,12,17 65:18 78:6 80:10 85:12,13 91:16,19,19 96:12 103:15 103:16 105:6 106:6 108:24 109:8 112:12 122:13 123:23 124:18 125:16 138:2 139:2,4 139:6 <b>news</b> 12:3 <b>nods</b> 6:9 <b>non</b> 94:19,24 <b>noncompete</b> 101:17 <b>noncritical</b> 91:14 <b>normally</b> 60:13 <b>north</b> 85:12 91:19 97:8 <b>northeast</b> 43:23,25 <b>northrock</b> 1:6 1:6 4:15 7:17 8:2 9:14,19 10:6 13:2 19:3 24:25 27:21 33:17 35:13 36:11,13 39:4 39:10 40:5 46:19 47:7 50:19 53:12
---	--	--	--

57:10,13,14 58:13 59:5 65:10,15 67:11 68:6 69:12,22 72:6 82:2 85:8 85:19 89:12 97:2,14 100:16 105:16 107:21 109:14 114:12 116:14 118:9 118:14 119:5 121:7 124:14 124:20 125:19 129:17 130:2 132:6,8,12 134:19 135:15 135:20 142:4,4 143:1,1 144:1 144:1 <b>northrock's</b> 8:15 16:20 93:3 101:5 118:18 <b>notary</b> 1:23 4:3 138:25 139:6 144:13,19 <b>note</b> 9:6 33:12 33:14 104:14 142:10 <b>noted</b> 137:14 144:7 <b>notice</b> 1:22 9:23 53:15 69:21 70:2 114:23,25 122:17 140:9 <b>notified</b> 70:2	<b>november</b> 1:15 9:18 15:23 43:22 50:8 87:7,18,18 108:9 134:13 <b>number</b> 21:21 30:21 32:6 71:4 77:11 85:3 88:13,13 88:15,17 90:10 94:2,7 105:11 105:12 112:5 112:16,17 126:17 127:16 127:18 128:5,9 130:19,22 <b>numbers</b> 13:4 17:25 18:3,7 18:11 61:17,18 85:3 87:25 92:18 119:21 <b>numerous</b> 69:18 <b>ny</b> 2:11 <b>o</b> <b>o</b> 4:2,2 84:2,2,2 84:4,4 <b>o'clock</b> 83:20 <b>oath</b> 3:13 27:20 29:12 46:18 47:2 64:5 84:10 <b>object</b> 6:14 8:3 21:7 38:11 41:5,6 79:8,9 81:23 117:13 126:2	<b>objected</b> 106:5 <b>objecting</b> 40:17 40:22 <b>objection</b> 19:5 23:16 26:11,19 27:23 29:18 35:16 36:5 38:6 39:6 40:7 40:11 44:18 45:17 46:3,9 53:5 56:21 57:16,21 58:9 61:4 65:12 67:13 69:3,14 70:4 72:16 73:16 76:9 78:8,20 79:2 79:11 81:23 82:11,14 94:5 102:24 103:19 104:6,21 105:20 106:9 111:3,21 113:14 116:21 117:7,21,23 118:10,20 119:13 121:15 121:23 124:12 125:7 126:13 128:22 132:15 132:19 135:5 135:16 136:5 <b>objectionable</b> 122:4 <b>objections</b> 3:7 <b>objects</b> 6:17 <b>obligation</b> 58:15 79:23,25	83:3,5 86:11 86:22 <b>observant</b> 99:16 <b>obstruct</b> 23:10 <b>obtained</b> 22:9 <b>obviously</b> 71:17 <b>occasions</b> 99:25 <b>occur</b> 18:16 <b>occurred</b> 70:3 <b>october</b> 13:19 13:21 15:6,22 34:23 50:5 51:2,13 52:9 56:7 75:2 87:6 87:6 107:17,19 107:24 108:9 142:3 <b>offer</b> 90:19 95:14 99:22 <b>offered</b> 95:17 95:17 100:12 <b>offhand</b> 73:22 <b>office</b> 19:24 20:10 24:13 41:23 99:15 <b>officer</b> 3:12 76:5 117:11,16 <b>okay</b> 6:6,11,23 17:17 18:25 40:2 62:15 63:12,13,20 64:3 83:14 114:19 119:20 122:4 126:16 137:3
--	---	--	---



## [old - payments]

Page 24

<b>old</b> 110:13 138:2 <b>once</b> 15:23 23:18 25:8 26:22 109:2 122:8 <b>ones</b> 72:21 94:17 <b>online</b> 41:10 107:3 122:10 <b>open</b> 14:22 51:10 <b>opened</b> 112:13 <b>operate</b> 76:18 78:10 <b>operating</b> 76:5 78:12 117:16 <b>operation</b> 76:25 <b>operational</b> 100:15 <b>operations</b> 78:6 <b>operator</b> 53:9 53:13 55:23 66:20 122:15 <b>opportunistic</b> 53:24 <b>opportunity</b> 11:7 15:17 49:19 75:12 81:22 <b>opposed</b> 79:10 <b>option</b> 15:17 <b>order</b> 17:3 44:23 68:3 88:19	<b>ordering</b> 4:5,7 <b>orders</b> 18:8 87:23 88:2,12 90:13 126:23 126:24 127:24 <b>outcome</b> 139:21 <b>outstanding</b> 79:25 <b>overnight</b> 89:6 <b>owe</b> 10:6 36:3,4 104:14 131:15 <b>owed</b> 52:22 104:18 132:3 <b>owes</b> 35:14 104:19 118:16 <b>own</b> 21:14 77:23 93:15 99:18 112:24 126:25 <b>owned</b> 24:2 76:13 109:8 <b>owner</b> 54:4 93:15 125:6 <b>owns</b> 77:17,25  <b>p</b>  <b>p</b> 2:2,2 4:2 84:4 <b>p.m.</b> 83:21 84:3 137:14 <b>packaging</b> 17:2 133:25,25 <b>page</b> 12:22 71:6,12,13 74:14 75:5 85:25 114:24 115:7 138:6 140:3 141:3	143:4,7,10,13 143:16,19 <b>paid</b> 10:16,21 11:9 14:18 18:22 19:8 20:4 33:21 35:9 43:15,15 51:14 52:10,24 53:2,21 54:15 86:9 90:14 96:4 102:12,15 104:23,24 120:21 121:3 132:8 <b>pain</b> 92:7 <b>pallet</b> 57:4 111:15,15 112:3 <b>pallets</b> 49:14 111:7 112:6 <b>panicking</b> 12:3 <b>paper</b> 102:22 <b>paragraph</b> 63:16 64:6 <b>pardon</b> 15:12 <b>parked</b> 54:16 54:20 <b>parking</b> 86:23 <b>part</b> 11:11,13 11:18 12:24,25 14:19 17:11 22:6 25:16 41:15 42:25 47:19 49:3 52:14 87:17,18 95:2 96:19 106:21 108:16 112:5 125:11	128:13 130:14 136:7 <b>particular</b> 17:24 62:5 <b>parties</b> 3:4 <b>partner</b> 131:5 <b>partners</b> 93:16 <b>party</b> 1:12,14 2:3,9 10:9 69:19 80:2 101:16 <b>party's</b> 80:6 <b>patent</b> 20:9 <b>pattern</b> 42:2 <b>paul</b> 75:24 76:3 76:4 117:10,15 117:16 <b>pause</b> 42:22 <b>pausing</b> 122:23 <b>pay</b> 51:10,17 52:8,11,12 53:8,25 54:15 95:25 97:25 100:13 112:25 119:6 120:21 120:24,25 121:3 132:14 <b>paying</b> 55:6 61:25 62:5 105:18 118:8 119:9 <b>payment</b> 9:20 109:18,20,21 <b>payments</b> 37:12 43:9,13 43:16 105:19 105:22 106:11 106:12,19
---	--	---	--

107:21,23 <b>pc</b> 2:9 <b>peace</b> 25:11,14 120:9 <b>pellets</b> 13:11 19:12,21 64:25 65:4 66:2 72:20 85:10 96:7 <b>pending</b> 83:2 <b>pennies</b> 53:25 <b>penny</b> 28:20 <b>people</b> 32:11 48:22 126:22 <b>people's</b> 34:16 <b>percentage</b> 61:2,3 64:25 68:24 <b>perform</b> 120:3 <b>performance</b> 119:11 <b>period</b> 33:24 43:10 59:6 61:24 105:15 118:2 132:7 139:19 <b>permission</b> 16:10 52:17 134:4 <b>perpetrated</b> 108:17 <b>perpetually</b> 105:16 <b>perpetuity</b> 102:5 <b>persevered</b> 31:3	<b>person</b> 30:25 100:2,20 103:11,11 115:18 116:3 125:5,6,10 <b>person's</b> 30:9 <b>personal</b> 23:13 28:10,12,13 101:24 <b>personally</b> 7:22 23:11 114:10 <b>perspective</b> 38:19 93:21 99:17 <b>pertaining</b> 68:18 82:2 84:20 116:13 133:10 <b>peter</b> 2:16 <b>phone</b> 13:3 17:25 18:2 24:22 32:12 55:23 105:11 113:24 126:22 130:19 <b>photographs</b> 73:6 113:8 <b>phrased</b> 118:25 <b>physical</b> 11:8 <b>physically</b> 66:14 <b>pick</b> 6:9 53:16 91:13 <b>picked</b> 124:2 134:5 <b>pictures</b> 73:9 <b>piece</b> 33:9,25 34:7 102:21	113:2 <b>pieces</b> 107:4 <b>pinpoint</b> 107:11 109:13 <b>place</b> 98:8 126:23,24 139:12 <b>plaintiff</b> 1:7,12 1:22 2:3,10 5:15,16 <b>plaintiffs</b> 1:10 35:14 <b>plan</b> 22:25 <b>plant</b> 66:19,20 74:19,19 <b>please</b> 6:19 26:21 28:15 30:4,14 47:13 63:18 75:9 82:12 104:20 110:3 115:21 115:24 129:15 129:17 132:23 <b>plenty</b> 92:5 <b>plus</b> 61:14 102:12 <b>point</b> 8:25 17:13 23:15,18 25:6,9 27:12 32:5 40:18 42:6 50:9 51:16 52:18,23 55:6 56:6 59:16 68:2 79:14 92:7 96:11 97:14 98:11 99:24 102:11,21	107:20 112:13 120:19 129:2 130:4,20 <b>pointed</b> 23:21 <b>pointing</b> 41:22 102:7 103:10 108:14 109:4 122:13 <b>points</b> 125:17 <b>poor</b> 58:24 105:17 128:2 <b>populated</b> 91:18 <b>port</b> 43:21 51:12 52:15,16 52:20 53:9,9 53:13,16 54:12 54:18 56:5 95:25 133:11 133:22 <b>portion</b> 36:10 72:25 83:11 85:5 98:25 106:8 <b>position</b> 14:13 15:9,16,25 39:21 45:12 99:23 125:4 <b>possess</b> 22:19 <b>possession</b> 39:9 51:10 136:4 <b>possible</b> 37:23 116:18 <b>post</b> 18:9 68:21 70:7 136:14 <b>potentially</b> 74:13
---	---	---	--

<b>pound</b> 66:13 72:19 74:2 <b>pounds</b> 48:4 49:9 <b>power</b> 8:18 43:3 76:17 78:11 <b>practice</b> 4:24 <b>prebagged</b> 47:23 <b>preferred</b> 37:22 <b>premise</b> 97:9 <b>prepaid</b> 14:12 <b>prepare</b> 116:7 <b>prepared</b> 27:20 <b>prerogative</b> 105:4 <b>present</b> 2:15 <b>presented</b> 99:12 <b>preserving</b> 8:6 <b>pressure</b> 11:15 58:20 <b>presume</b> 6:13 <b>presumed</b> 6:20 <b>pretty</b> 10:17 99:13 121:11 131:21 <b>previous</b> 34:5 93:22 <b>previously</b> 46:18 64:4 84:5 <b>price</b> 33:10 36:10 77:10 90:21 95:17,18 96:14 97:25	<b>pricing</b> 95:14 97:21 <b>pride</b> 54:5 <b>primarily</b> 48:2 110:15 <b>principal</b> 29:24 <b>principals</b> 125:14 <b>printed</b> 82:7 126:21 <b>prior</b> 15:10 75:11 91:8 105:25 122:20 139:8 <b>privilege</b> 21:19 <b>privileged</b> 21:16 39:14 46:6,12 <b>pro</b> 11:22,22 15:14 86:16,17 87:2 <b>probably</b> 83:15 <b>problem</b> 12:18 13:17 39:2 45:6 50:12 51:7 58:8 59:13,14 68:16 95:25 96:2 112:16 <b>problematic</b> 49:16 <b>problems</b> 84:14 <b>proceed</b> 15:5 <b>proceedings</b> 139:15 <b>process</b> 43:7 95:13 111:24	133:24 <b>produce</b> 58:22 116:25 <b>produced</b> 39:19 58:25 <b>producer</b> 51:21 <b>product</b> 5:5 8:2 11:23 12:9,20 13:14,18,19 15:5 16:13 19:12,13,13,15 21:23 24:17,21 24:24 27:11,14 27:16 32:14,16 32:25 38:24 43:20 46:19 47:7,13,15,23 48:4 49:7 50:18,22,23 51:4 52:2,12 52:12,13,19 53:3,16,17,18 53:22,24 54:7 54:14,17 55:10 55:18 56:6,19 56:25 57:15 58:5,8,12,14 58:17,19 59:5 60:11,13 61:16 62:2,3,5 64:10 65:11 66:16,17 66:18 67:12,17 68:8 69:6 72:5 73:15 85:11 86:25 88:23 89:9 93:12 94:19 96:8,12 96:15 105:17	109:25 110:5 110:13,23 111:2,6,6,10 111:11 113:22 114:13 117:6 119:8,22 120:12,13 123:2 124:3 126:19 127:25 128:2 132:13 133:11,14,22 134:3,7,22 140:25 <b>production</b> 17:6 <b>products</b> 14:4 14:11,25 16:3 47:16 53:22 54:10 65:8 67:7 69:13 81:17 113:13 134:19 <b>proffered</b> 96:24 <b>profit</b> 59:10 <b>profited</b> 102:18 <b>program</b> 86:12 <b>progressing</b> 32:15 <b>project</b> 11:25 <b>promissory</b> 9:6 33:12 104:14 <b>promptly</b> 59:8 86:14 106:15 <b>properly</b> 16:9 <b>property</b> 13:2 13:3 27:2 34:14,25
--	--	---	---

[property - ready]

Page 27

103:22 <b>prosumer</b> 11:20 <b>protect</b> 21:25 <b>protected</b> 25:11 <b>protecting</b> 55:3 <b>provide</b> 21:13 46:19 47:8 <b>provided</b> 21:10 21:12,22 22:14 22:23 39:9 68:25 82:3 139:18 <b>provider</b> 95:21 <b>public</b> 1:23 4:3 138:25 139:6 144:19 <b>published</b> 42:19 <b>pull</b> 42:15 <b>pulled</b> 89:20 108:15 136:15 <b>pumped</b> 37:5,7 <b>purchase</b> 8:25 9:6 33:9 36:10 48:15 60:8 71:7,9,23 80:19 88:2 95:2 97:12 101:11 112:19 124:3 126:19 130:6,12 140:7 <b>purchased</b> 47:17 77:18 80:3 <b>purchaser</b> 75:10,11 76:21	<b>purchasing</b> 80:22 96:20,22 <b>purpose</b> 7:13 21:17 133:9,20 <b>purposely</b> 58:4 <b>pursuant</b> 1:22 105:23 118:15 <b>push</b> 129:4 <b>pushed</b> 31:4 <b>pushing</b> 37:4 <b>put</b> 11:24 18:20 20:10 22:25 28:15 31:9 32:5 48:20 54:6,6 81:2 82:4 100:10 111:25 116:12 120:5 127:16,22 <b>putting</b> 68:2 107:3	27:24 29:19 30:7,13 31:15 35:8,11,17 38:7,10 39:7 39:11,22,23,25 40:8,17,19,23 41:6,7 42:17 44:19 46:4,10 47:5,11 49:3 53:6 57:17,22 58:10 61:5 62:20 64:20 65:13 67:14 68:12 69:4,15 71:18 73:17 76:10,20 78:9 78:21 79:5,10 81:22 82:12,21 83:2,4,7,9 94:6 98:17,18,19,22 98:23 102:25 103:19 104:7 104:22 105:21 105:25 106:4,7 106:10 111:4 111:17,22 113:15 114:6 116:2,22 117:8 117:14 118:11 118:12,21 119:2,14 121:16,24 122:2,5,20,21 124:13 125:8,9 126:14 127:12 128:23 132:16 132:20 133:2 135:6,17 136:6	<b>questioning</b> 28:10 <b>questions</b> 6:24 7:3 29:6 61:23 115:11 116:4 137:11 <b>quick</b> 46:14 51:10 <b>quickly</b> 13:13 58:3 <b>quote</b> 41:15 49:15 62:14 <b>quoting</b> 46:23
	<b>q</b>		<b>r</b>
	<b>quality</b> 46:20 47:9,14 53:24 58:18 66:10 68:7 69:8 93:11 <b>quantify</b> 64:16 64:17 127:16 <b>quantity</b> 126:11 <b>question</b> 3:8 6:3,4,16,19,20 6:21 7:22 8:4,8 17:11 19:6 21:9 22:17 23:5 26:20		<b>r</b> 2:2 84:2 139:1 143:3,3 <b>ran</b> 41:8 <b>random</b> 92:5 <b>rarely</b> 56:24 <b>rather</b> 68:23 <b>raw</b> 51:22 110:5 <b>reach</b> 10:23,23 12:7 126:25 <b>reached</b> 126:18 133:21 <b>read</b> 47:4 63:14,17,18,20 71:17 72:11 75:8 82:23 83:4,9,11 98:24,25 106:7 106:8 115:13 132:25 137:13 142:9 144:5 <b>ready</b> 135:8

<b>real</b> 11:6 27:3 31:22 95:5 <b>realize</b> 136:17 <b>realized</b> 20:13 34:2 89:19 122:9 <b>realizing</b> 74:20 <b>really</b> 26:15 44:5 88:25 89:16 90:8 119:2 <b>realtime</b> 116:17 <b>reason</b> 12:16 31:15 57:19 138:6 142:11 143:6,9,12,15 143:18,21 <b>reasonable</b> 60:25 69:11 <b>reasons</b> 17:16 21:21 48:7 53:19 <b>recall</b> 12:22 24:10 56:13,14 56:17 59:18 60:20 61:10 66:24 67:4,19 69:17,23 73:4 73:13,22 74:25 76:2 82:10 85:25 90:10,13 91:23 92:17 94:4,7,8 100:12,24 101:18,19 109:22 113:18 113:19,23	118:2 123:19 131:24,25 132:4 135:13 135:18,19,22 137:5,6,9 <b>receipt</b> 116:11 142:17 <b>receive</b> 53:2 55:9 78:24 <b>received</b> 9:22 36:25 64:13 82:6 108:19 131:12 <b>receiving</b> 51:6 <b>recently</b> 20:9 <b>recess</b> 46:15 83:21 126:5 135:11 <b>recipient</b> 106:25 <b>recollection</b> 63:22 79:21 91:6 117:15 133:8 <b>record</b> 4:13 8:7 39:17 65:7 79:8 83:5,11 84:10 91:13 98:25 106:8 125:17 <b>records</b> 41:11 <b>recover</b> 107:7 <b>red</b> 26:4 <b>reduced</b> 139:13 <b>refamiliarize</b> 115:14 <b>reference</b> 81:16	<b>referenced</b> 142:6 <b>references</b> 81:11 82:5 <b>referred</b> 45:4 <b>referring</b> 62:14 63:25 65:17 70:12,20 <b>refers</b> 81:12 <b>refrain</b> 39:12 <b>refresh</b> 10:3 63:21 79:20 <b>regarding</b> 67:7 67:11 68:7 114:12 116:4 <b>regenerate</b> 105:5 <b>region</b> 85:2 <b>registered</b> 42:9 103:8,11,11 122:12 124:17 124:21 125:16 <b>reimbursing</b> 135:19 <b>relate</b> 117:5 <b>relating</b> 113:21 <b>relationship</b> 45:8 89:4 96:21 101:6,14 101:20 <b>release</b> 53:3 <b>releases</b> 52:16 <b>relevant</b> 68:18 <b>relied</b> 66:15 125:13,14 <b>religion</b> 99:15 <b>rely</b> 21:18	<b>remain</b> 64:7 <b>remaining</b> 89:22 <b>remarks</b> 99:14 <b>remember</b> 10:2 20:21 75:19 82:24 90:16 107:8 108:13 126:9 131:16 135:24 <b>remind</b> 62:19 98:15,16 <b>remote</b> 1:21 <b>remove</b> 54:23 133:24 <b>rent</b> 55:7 <b>repeat</b> 64:19 118:13 <b>repetitive</b> 59:18 <b>rephrased</b> 83:6 <b>report</b> 20:17 24:12 28:23 90:5 103:5 122:10 <b>reporter</b> 1:23 5:21 6:8 47:4 83:10 139:5,19 <b>reports</b> 113:11 <b>represent</b> 4:15 127:9 <b>representative</b> 28:16 69:25 116:10 <b>represented</b> 6:12 66:9 93:14
--	---	---	---

<b>represents</b> 75:10	<b>retail</b> 11:8 14:6	116:25 128:19	<b>ruse</b> 106:21
<b>reputation</b> 25:21 31:10 32:8,10 33:4 42:24 43:5	<b>retailer</b> 134:3	129:22,23	<b>rush</b> 56:8
<b>request</b> 16:10	<b>retailers</b> 54:2	130:11,17	<b>rushing</b> 82:19
<b>requested</b> 59:19 83:11 98:25 106:8 139:17,17	<b>retained</b> 23:20	134:20	<b>s</b>
<b>required</b> 44:25 136:19 144:13	<b>return</b> 142:13 142:16	<b>rightfully</b> 88:25	<b>s</b> 2:2 4:2 84:2,2 84:2,4 138:6 140:2 141:2 143:3
<b>requires</b> 14:2	<b>returns</b> 89:10	<b>rights</b> 30:2	<b>sabotage</b> 35:13 36:18 38:4 104:19
<b>reroute</b> 59:19	<b>reverse</b> 45:9	<b>riley</b> 75:24 76:3 117:11 137:7	<b>sacks</b> 48:3,4 65:4 66:7,14 72:14,18 74:18 74:21 136:8
<b>reserved</b> 3:8	<b>review</b> 49:20 95:13 116:25 139:16 142:7	<b>ring</b> 8:23	<b>safety</b> 42:18 103:8,23
<b>resident</b> 125:4	<b>reviewed</b> 49:13 115:9	<b>ripped</b> 34:14 61:14	<b>saga</b> 105:13
<b>resolution</b> 131:23	<b>reviewing</b> 63:19 115:16 115:22,25 133:6,17 137:2	<b>risk</b> 58:8	<b>sake</b> 82:19
<b>resolved</b> 131:17,22	<b>ridiculous</b> 88:17	<b>road</b> 120:15 138:2	<b>salable</b> 12:10 56:2 59:5 61:14 65:2,6
<b>respawn</b> 105:5	<b>right</b> 9:2,7,14 9:20,23 10:18 13:6 14:6 16:5 25:8,25 26:5 33:13 36:3,4 36:11,14 41:5 43:9,22 46:8 53:4 55:3 56:6 58:13 63:7 68:9 69:2,8 72:6,8 73:25 75:14,21 79:16 80:3,4,15,22 82:15 84:15 85:13 91:24 94:3 98:10 101:2,7,10,17 105:18 107:22 109:11 116:20	<b>robust</b> 92:3	<b>sale</b> 30:3,8 59:10 66:5,11 77:12,15 79:16 121:14 133:13 140:25
<b>respect</b> 21:2		<b>rock</b> 48:10,12 48:12	<b>sales</b> 44:9 90:11 97:22 98:8,10 100:3 100:3 103:6
<b>respective</b> 3:4		<b>rocks</b> 74:23	<b>salesman</b> 98:7 98:13
<b>responded</b> 95:18		<b>rocky</b> 32:21	<b>salespeople</b> 99:18
<b>response</b> 6:22 79:18		<b>roles</b> 111:24	<b>salesperson</b> 99:20
<b>responsibility</b> 14:15 58:17 59:3		<b>roll</b> 112:2	
<b>rest</b> 29:7		<b>roth</b> 123:20	
<b>restroom</b> 82:20		<b>route</b> 91:18	
<b>result</b> 50:19 73:24 89:3 113:12		<b>routed</b> 16:9	
<b>resumed</b> 84:5		<b>rows</b> 111:6	
		<b>ruin</b> 66:21	
		<b>ruined</b> 15:14	
		<b>rule</b> 114:23,25 140:9	
		<b>rules</b> 6:14	
		<b>run</b> 18:13 31:3 125:19	
		<b>running</b> 97:2 102:4	
		<b>runs</b> 97:20	



[salt - shame]

Page 30

<b>salt</b> 7:15,18,23 47:20 53:10,12 54:9 86:22	107:3 109:3,3 122:11	114:24 115:2,3 115:8,17 123:15,16 124:24 129:10 129:11,12,15 129:19,23 135:10	<b>sent</b> 28:24 30:17,18 33:6 34:16 35:20,21 37:3 53:15 56:9 58:5 59:12 69:18,22 69:25 95:23 142:14
<b>sampling</b> 56:11	<b>season</b> 32:16 34:4 76:17 78:11 86:5 87:2,3,15 89:12,15,17,18 89:24 91:8,8 91:10,14 92:10 92:10,21,23 93:22,24,25 94:21 95:3,21 105:5 134:17	<b>seeing</b> 19:18 24:6,19 42:3 90:17 109:4,6 127:12	<b>sentence</b> 75:8
<b>satisfied</b> 75:12		<b>seems</b> 42:8	<b>separate</b> 22:13 45:15
<b>saved</b> 116:18		<b>seen</b> 111:19,19 115:4,12 123:18 131:9 133:2,7,18 137:4	<b>september</b> 45:2 85:24 88:4,6,8 88:16 128:9 129:8,9,14 130:23 135:14 140:15
<b>saw</b> 19:15,20 19:20 20:9,15 26:4 108:11 123:2,2 125:15	<b>seasonal</b> 81:3 81:16	<b>sell</b> 24:20 25:14 33:18 54:24 56:23 58:16,17 59:9 120:10 132:13 133:21 134:19,22,22	<b>serious</b> 87:9
<b>saying</b> 20:10 24:23 33:19 39:8 49:2 50:12 57:13 73:23 105:16 108:19 110:17 111:14 132:3	<b>seat</b> 15:11	<b>sellable</b> 50:22	<b>seriously</b> 67:25 67:25
<b>says</b> 71:5,25 129:13,15	<b>secaucus</b> 91:17	<b>seller</b> 10:11 33:10 37:15,17 37:23 38:2 75:11	<b>service</b> 11:19
<b>schalk</b> 2:16	<b>second</b> 8:13 21:8,15 48:19 71:15 88:16 128:9	<b>selling</b> 11:14 24:21 55:17 85:9 87:15 105:17 121:20	<b>set</b> 14:4,4,10 16:3,13 18:19 18:24 31:25 43:4 107:5 108:15
<b>schedule</b> 80:18 81:11	<b>secretly</b> 29:25 30:11	<b>sellerwise</b> 43:5	<b>several</b> 10:21 37:18 47:25 48:15 50:10 51:2 99:25 107:23
<b>screen</b> 62:23 70:15 124:18 124:24 136:24	<b>section</b> 75:5 81:2,7 86:2	<b>send</b> 49:4 51:3 70:6 89:10	<b>severe</b> 13:9,9 18:24 53:18
<b>screens</b> 74:15	<b>see</b> 12:3 13:7 14:6 24:11,12 24:17 26:23,25 27:2,2 32:25 42:16 44:7 45:3 56:12,24 62:25 63:3,3,4 63:5,6 71:10 71:11,11,16,17 71:19,20,20,24 71:25 72:12 79:12 81:10 90:25 100:6	<b>sends</b> 90:4	<b>severely</b> 25:4 25:22 32:8,9
<b>screwed</b> 15:12		<b>sense</b> 14:5 25:19 122:14	<b>shakes</b> 6:9
<b>scroll</b> 80:24 115:21 129:12 133:4			<b>shame</b> 34:10
<b>sealing</b> 3:5			
<b>search</b> 24:4 26:23,25 27:3 42:10,10 108:12 124:15			
<b>searched</b> 67:5			
<b>searches</b> 23:21 23:24 41:9,22			

<b>shape</b> 65:22	124:22 131:3	33:22 35:23	38:25 39:5
<b>share</b> 62:23	<b>showed</b> 124:18	37:9 43:15	40:6 45:23
70:14 95:12	130:5,23	<b>similar</b> 20:11	46:19 47:8
96:16 114:20	<b>showing</b> 75:5	<b>similarly</b> 16:25	48:22 49:3
<b>sharing</b> 123:15	80:18 121:6	<b>simple</b> 15:9	50:15 51:11
123:16 136:23	123:11	17:20 30:20	52:23 53:8
<b>sheet</b> 42:18	<b>shows</b> 23:2	62:16,18	56:20 58:7,21
103:8,24 138:1	39:4 40:5,13	<b>sir</b> 132:5	59:2,19 60:19
142:11	90:5 103:6	137:10	61:18 65:7
<b>shelves</b> 14:5	107:12	<b>sit</b> 23:12 25:19	66:8,25 67:5
32:25	<b>side</b> 15:3 22:23	27:19 45:21	67:11,21 68:6
<b>ship</b> 14:3,11,13	31:22 39:10	67:9 102:17	69:11,25,25
14:14 16:2	41:18 45:10	<b>site</b> 54:19	72:5 73:9,12
43:19 55:25,25	129:19	122:25	74:10 75:16
89:7,7	<b>sides</b> 10:10	<b>sitting</b> 35:5	76:4,6,18,19
<b>shipment</b> 51:6	43:2	52:13 53:21	76:21 78:7,13
59:19	<b>sidewalk</b> 11:24	55:7 110:13,18	78:25 79:15,23
<b>shipped</b> 50:6	<b>sidewalks</b>	112:2	80:10 84:15
50:24 56:3	86:22	<b>skip</b> 82:13	89:3 91:7 92:2
134:16	<b>sign</b> 106:13	<b>slap</b> 20:7 32:24	92:8,14,20
<b>shipping</b> 19:9	129:18 137:13	<b>small</b> 41:18	94:14 100:7,22
38:23 50:6	142:12	72:11 122:15	101:5 104:11
95:16	<b>signature</b> 63:7	<b>smell</b> 24:14	104:24 106:11
<b>shocked</b> 25:4	139:23	25:25 26:3,10	107:16,20
<b>shocking</b> 41:24	<b>signed</b> 3:11,14	<b>snow</b> 1:9,11	110:24 115:19
<b>shook</b> 11:9	8:25 9:5,9,13	7:22,24,25	116:4,10,14
<b>short</b> 17:3	12:13 75:14	8:11,14,15,16	117:11,12
33:24 87:14	85:20 97:12	8:17,18,22	118:7,16 119:7
95:22 96:5	98:12 99:4	9:12,19 10:23	121:7 127:22
<b>shorter</b> 60:15	118:15 128:7	11:14 15:13,16	129:14,16
<b>shorthand</b> 1:23	130:6 132:11	19:2,4 21:4,5	131:6,7 132:7
139:5,12	142:19	22:18,20,24	135:2,15 136:3
<b>shovel</b> 11:24	<b>significance</b>	23:3,12,14	136:18
<b>shovels</b> 8:18	92:14	24:10 26:18	<b>snowy</b> 44:5
11:15 95:19	<b>significant</b>	27:22 28:15,16	<b>snuff</b> 119:8
<b>show</b> 8:20	15:16	28:19,21,23	<b>sodium</b> 54:9,19
29:16 71:15	<b>signing</b> 10:19	29:17,25 34:5	111:9
97:21 105:13	14:18 30:16	36:14 38:3,4,4	



<b>sold</b> 8:2 19:16 28:20 66:2 72:4,5 79:15 90:12 96:8 <b>sole</b> 90:8 <b>solution</b> 114:4 <b>solutions</b> 138:1 142:23 <b>somebody</b> 35:14 73:21 104:18 115:20 <b>someone's</b> 30:16 <b>something's</b> 108:4 <b>somewhat</b> 8:10 <b>sooner</b> 43:7 <b>soot</b> 61:15 110:12 111:17 112:11 <b>sorry</b> 15:19 38:14 63:13 74:16 101:11 124:8 <b>sort</b> 24:15 42:11 44:3 89:15 <b>sound</b> 75:21 <b>sounds</b> 33:17 <b>source</b> 26:9 58:22 86:25 <b>southern</b> 1:3 <b>sp</b> 80:15 82:7 <b>space</b> 55:7 91:2 92:6 93:18 <b>speak</b> 38:15 74:3,4 78:18 97:7 116:8	<b>speaks</b> 44:24 81:8 134:23 <b>specific</b> 62:12 79:17 81:2 <b>specifically</b> 21:2 57:23 <b>specifics</b> 5:19 <b>speculation</b> 26:17 <b>spent</b> 25:10 31:23 <b>split</b> 21:2 <b>spoke</b> 81:3 <b>sports</b> 86:24 <b>spot</b> 18:20 <b>spotswood</b> 23:25 34:11 48:16 49:14 51:22 109:25 110:4,18 111:9 112:12 123:23 124:18,22 125:16 135:24 <b>spring</b> 7:7 8:20 44:6,7 ss 139:3 <b>stacked</b> 49:6 57:4 <b>stadium</b> 86:24 <b>staff</b> 99:14 <b>stakeholders</b> 125:13 <b>stand</b> 29:22 58:18 <b>standard</b> 46:21 <b>standards</b> 47:9 47:14 69:8	<b>stands</b> 38:2 <b>start</b> 6:5 13:7 16:12 19:7,18 24:17 32:21 42:15,16 50:6 55:15,16 64:21 89:8 90:24 93:8 136:11,16 <b>started</b> 6:25 7:4 12:7 24:6 25:25 26:3,22 26:24 27:5 32:15 35:7 41:10 50:7,11 50:16 55:17 56:7 59:12 62:13 74:17,20 85:7 87:19 89:11 98:18 107:3,3 109:3 122:10,11 123:4 <b>starting</b> 24:14 51:3 127:23 129:4 <b>starts</b> 12:18 32:17 <b>state</b> 1:24 41:10,22 42:10 53:23 108:11 119:7 139:2,6 <b>stated</b> 4:12 36:24 38:18 41:8 106:12 122:8 <b>statement</b> 29:23 39:16 47:7 108:22	128:25 <b>states</b> 1:2 119:7 <b>status</b> 17:5 53:23 <b>stipulated</b> 3:2 3:6,10 <b>stipulates</b> 12:23 <b>stock</b> 14:5 100:10 <b>stones</b> 42:8 <b>stop</b> 23:9 48:19 54:3 <b>stopped</b> 43:7 84:15 <b>store</b> 14:6 16:10 19:19 85:3,3 90:16 90:25 91:21 92:12,12,16,17 94:18,18,20 <b>stores</b> 19:15 32:17 33:3 34:8 51:4 85:4 85:6,14 86:6 89:8 90:7 91:7 91:14 92:9,15 92:18,19,25 94:2,3,8,11,15 95:4,4,7 96:6 97:5 107:14 130:18 <b>stories</b> 30:24 <b>straight</b> 13:15 <b>straightaway</b> 96:3 <b>strange</b> 99:12
--	---	---	---

<b>strategy</b> 106:21 <b>street</b> 2:10 <b>structure</b> 11:11 51:17 52:8 <b>structured</b> 48:14 51:8 <b>struggling</b> 37:25 <b>stuck</b> 24:7 <b>stuff</b> 24:25 87:18 110:12 111:18 124:4 <b>submitted</b> 64:2 <b>subscribed</b> 137:19 138:23 144:14 <b>subsequent</b> 18:18 35:25 90:20 95:3 <b>subsequently</b> 89:19 91:11 <b>substandard</b> 60:19 68:25 109:25 113:9 <b>substantial</b> 31:8 104:24,25 105:2 126:21 <b>substantive</b> 121:11 <b>success</b> 43:4 <b>successful</b> 38:3 45:3 120:3,5,7 <b>sued</b> 10:7 <b>sufficient</b> 29:16 <b>suggest</b> 57:9 <b>suggested</b> 7:15 57:11	<b>suggestion</b> 125:20 <b>suite</b> 2:4 <b>summarize</b> 93:23 <b>summer</b> 7:7,7 8:21 <b>sun</b> 8:20 <b>sunlight</b> 110:21 <b>super</b> 48:3 65:4 72:13,18 <b>supplied</b> 91:12 <b>supplier</b> 13:11 15:18 27:13,16 51:20 98:2 <b>suppliers</b> 14:21 <b>supply</b> 86:11 <b>supplying</b> 8:12 84:24 <b>support</b> 19:2 21:4 104:3,4 124:10 <b>supposed</b> 11:10 24:20 43:18,19 51:9 58:2 106:14,16 <b>sure</b> 10:9 54:22 68:11 70:25 73:15 82:18 93:23 110:10 114:9 116:15 118:14,25 124:25 125:10 136:2 <b>surrounding</b> 98:7 <b>suspect</b> 108:21	<b>suspicion</b> 108:25 <b>switch</b> 18:6 <b>sworn</b> 3:12,14 4:3 84:5 137:19 138:23 139:9 144:14 <b>t</b> <b>t</b> 84:2 139:1,1 140:2 141:2 143:3,3 <b>tactic</b> 129:3 <b>take</b> 15:15 16:11,11 27:6 30:22 32:12 38:24,25 46:14 51:9 52:12,18 53:15 54:5,22 54:22 59:2 62:12 65:20 67:24 73:6,9 82:13,16 83:7 83:14,15 87:10 94:17 126:3 129:6 132:23 134:21 136:25 <b>taken</b> 1:22 46:15 67:25 83:21 126:5 135:11 139:11 <b>talk</b> 5:23 17:17 30:9,9 35:2 41:25 46:17 54:25 61:23 84:12 105:13 122:23	<b>talked</b> 101:23 109:23 118:4 126:7 <b>talking</b> 30:11 30:15 57:24 71:2 72:14,22 85:21 103:14 108:6 128:10 136:9 <b>talks</b> 86:3 <b>tarnished</b> 42:24 <b>tarped</b> 136:19 136:19 <b>tarping</b> 137:8 <b>team</b> 17:5 20:3 55:2 108:13 112:14 <b>teams</b> 87:9 <b>technical</b> 79:18 <b>telephone</b> 68:22 <b>telephonic</b> 68:20 <b>tell</b> 6:19 15:24 30:2,4 32:3 40:19 44:10,12 46:22 47:2 72:3 84:17 88:21 110:3 <b>telling</b> 29:4 40:25 41:2 <b>temperature</b> 52:2,5 <b>temperatures</b> 52:4 <b>ten</b> 38:24 129:22
---	---	---	--

[tenant - top]

Page 34

<b>tenant</b> 4:22 5:10,12	90:17 132:25	<b>three</b> 4:20 5:17 87:13	61:23 63:25 64:4,7,16 67:9
<b>term</b> 26:7 118:6	<b>things</b> 11:16 17:20,22 21:6	<b>throwers</b> 8:17	73:5 78:12
<b>terms</b> 14:22 34:23 39:23	30:20 31:6,13	<b>thursday</b> 129:13,21	86:16 87:22 102:3,17
40:13 48:14	70:8 99:17	<b>time</b> 3:9 5:18 5:19 7:19 12:9	105:11 110:11 119:17 123:7
51:11 95:15	100:9 108:6	22:17 27:12	<b>today's</b> 116:8
96:4 106:16	110:6 114:4	28:25 32:4,14	<b>together</b> 20:5 42:15 53:14
<b>terrible</b> 24:14	<b>think</b> 10:6,18 10:21 11:21	33:8,24 37:21	107:4 114:3
<b>territory</b> 44:4	17:3 20:9	41:3,5 43:10	<b>told</b> 11:3 12:9 13:12,13 16:4
<b>testified</b> 4:4 84:6 127:8	27:13 29:8,11	49:11 56:19	16:22,23,25
<b>testify</b> 27:20 29:12 39:19	35:9 45:22	61:25 64:22	23:24 25:15
46:8 139:9	57:3 58:6 63:2	66:5 75:22	27:4 28:3
<b>testifying</b> 5:6	80:14 81:6	76:12 89:2	30:10,24 31:4
<b>testimony</b> 5:2 142:9,17 144:8	91:23 93:3	100:8,24	31:20 43:21
<b>teterboro</b> 91:17	104:10,13	105:15 108:4	44:20 45:25
<b>text</b> 127:4	109:17 114:7	117:11 119:23	46:5,7,11,11
<b>thank</b> 8:24 17:19 62:22	114:17 123:10	122:15 124:24	54:11,16,20
127:14 136:2	128:8 134:5	128:15 132:7	59:7 64:12
137:10,12	135:3	134:25 136:14	66:15 74:12
<b>thanks</b> 53:7 60:4	<b>thinks</b> 19:25	137:14 139:12	109:8 110:7
<b>theirs</b> 27:4	<b>third</b> 1:12,14 2:3,9 5:2 80:2	142:18	112:23 125:14
<b>theme</b> 8:22	80:6	<b>timeframe</b> 142:8	<b>tone</b> 62:13
<b>theory</b> 33:17 36:16,18,23	<b>thoroughly</b> 56:9	<b>timeline</b> 34:24	<b>took</b> 25:9 26:23
135:2,4	<b>thought</b> 9:9 24:24 31:15	<b>timely</b> 18:4,11	27:8 33:12
<b>thing</b> 6:7 21:8 27:6,6 28:8,24	33:24 38:11	<b>times</b> 4:19 6:14 12:20 13:14	38:19 82:3
33:20 39:16	55:2 56:25	14:16 18:12	88:17 94:2
55:3 63:18	57:4 79:5 96:6	104:9 113:25	97:19 107:25
72:13 87:13	98:21 109:10	120:7 121:25	136:4
	112:21 122:22	125:25	<b>top</b> 41:24 49:8
	<b>thousand</b> 94:21	<b>tired</b> 126:4	57:2,4 63:6
	<b>thousands</b> 111:25	<b>title</b> 117:16	74:13 80:24
		<b>today</b> 4:14 6:15 23:12 25:19	81:14 87:20
		43:8 45:21	111:18 112:10
			115:23 120:14

<b>topics</b> 115:8,9 115:19 116:5 <b>total</b> 25:19 <b>totality</b> 27:8 <b>totally</b> 89:22 <b>toward</b> 57:6 <b>towards</b> 81:4 <b>trade</b> 18:8 <b>trademark</b> 20:10 <b>trafficked</b> 85:14 <b>train</b> 98:21 <b>transact</b> 18:8 <b>transaction</b> 10:13 13:5,21 14:17 15:10 19:8 36:2 44:22 45:3 48:24 53:11 59:4 84:20 85:17 87:4 97:10 106:14 113:3 120:5,6 124:16 128:10 130:10 136:14 <b>transcript</b> 4:6 4:8 139:14,17 142:6,19 144:5 144:8 <b>transfer</b> 24:10 103:21 130:3 <b>transferred</b> 30:21,24 128:6 <b>transferring</b> 17:22 126:8 <b>transfers</b> 24:8	<b>transition</b> 135:14,21 <b>transmit</b> 87:23 127:24 <b>transmitted</b> 80:14 <b>travelled</b> 97:4 <b>treasure</b> 34:5 120:8 <b>treasurer</b> 25:10 <b>trial</b> 3:9 40:14 40:16,17 46:8 64:18 <b>trick</b> 62:10 <b>tried</b> 126:23 <b>trip</b> 19:18 <b>true</b> 47:7,9 48:21 66:8 97:11 132:5,9 132:11 139:14 144:8 <b>truing</b> 23:10 <b>trust</b> 12:16 20:7 <b>trusted</b> 43:8 45:8 86:25 91:4 <b>trusting</b> 25:23 <b>trusts</b> 96:11 <b>truth</b> 139:9,10 139:10 <b>truthful</b> 6:22 <b>try</b> 5:23 6:2 40:24 52:19 62:23 95:7 126:25 132:13 132:13	<b>trying</b> 9:16 32:20 43:14 62:10,10 79:13 87:11 98:2 119:3 136:15 <b>turn</b> 33:25 38:15 <b>turned</b> 100:4 116:24 <b>turns</b> 44:6 <b>two</b> 13:18 21:6 48:21 55:14 87:13 89:15 95:22 96:4 <b>type</b> 4:21 24:25 <b>typewritten</b> 139:13 <b>u</b> <b>u.s.</b> 20:9 <b>ultimately</b> 10:15 25:9 32:16 37:2 108:10 127:19 <b>umbrella</b> 78:18 <b>unable</b> 86:13 <b>unaware</b> 67:10 114:11 <b>uncomfortable</b> 99:14 <b>uncover</b> 43:12 49:16 93:12 112:10 122:11 <b>uncovered</b> 23:19 25:5 125:15 <b>uncovering</b> 41:10 68:2	102:6 109:7 <b>under</b> 8:19 27:20 29:12 32:17 36:3 46:18,25 47:24 52:14 64:4 76:18 78:17 84:10 104:14 105:18 119:6,9 119:11 <b>undermined</b> 120:2 <b>underpinned</b> 93:17 <b>understand</b> 6:18,19 32:2 38:2,5 41:13 93:24 108:19 111:13,16 119:3 125:3 <b>understanding</b> 35:12 38:8 133:19 134:5 <b>understood</b> 6:10,21 68:4 88:5 <b>unfillable</b> 34:14 64:14 74:21,22 110:12 111:12 <b>unfilled</b> 34:13 <b>unfortunately</b> 33:7 <b>union</b> 91:16 <b>unit</b> 34:10 <b>united</b> 1:2 <b>unnecessary</b> 128:3
--	--	--	--

<b>unpack</b> 108:18 <b>unquote</b> 41:15 49:15 <b>unrecoverable</b> 93:20 96:9 <b>unsalable</b> 69:6 114:13 <b>unsellable</b> 35:5 64:13 <b>unusable</b> 35:6 110:16,22 111:12 112:16 113:21 114:13 <b>upcoming</b> 86:5 <b>upfront</b> 37:14 37:15 51:14 98:2 <b>upset</b> 84:14 88:25 93:10,11 <b>urgently</b> 88:3 <b>usable</b> 72:23 111:10 <b>use</b> 25:24 35:14 78:24 80:6 110:8,9 <b>used</b> 19:14 26:7 142:19 <b>useless</b> 64:14 <b>using</b> 40:12 78:7 84:15 <b>usually</b> 87:2 <b>utilize</b> 65:23	<b>value</b> 60:18 61:13 65:6 82:4 <b>vantage</b> 23:15 23:18 102:11 129:2 <b>variety</b> 53:19 <b>various</b> 8:2 <b>vat</b> 48:5 <b>vender</b> 14:12 15:12 88:12 <b>vendor</b> 14:2 18:7,11 30:21 32:6 87:25 88:13,16 107:15 119:21 127:15,18 128:5 130:19 130:22 <b>vendors</b> 58:15 86:4 90:6 <b>verbal</b> 113:20 114:7,8 <b>verify</b> 142:9 <b>veritext</b> 138:1 142:14,23 <b>veritext.com.</b> 142:15 <b>versus</b> 91:8 92:10 94:19,23 <b>videos</b> 113:8 <b>view</b> 65:6 <b>viewpoint</b> 18:19 <b>violation</b> 30:2 <b>virginia</b> 44:3 91:24	<b>virtual</b> 1:21 <b>visconti</b> 1:23 139:5,25 <b>visit</b> 75:25 <b>visited</b> 48:22 76:2 <b>vividly</b> 90:17 <b>vocal</b> 55:22 <b>volume</b> 85:15 92:18 94:2,12 94:15,19,19	122:7,24 124:23,24 125:24 135:9 136:24 <b>wanted</b> 15:4,4 16:8,8 25:6,7,8 37:15 45:3 51:13 52:10 54:13 68:11 120:4 <b>warehouse</b> 23:25 54:20 60:9 73:22 75:18 112:7 135:22,24 <b>warm</b> 52:5 <b>warrants</b> 75:10 <b>washers</b> 8:18 11:16 58:20 <b>washington</b> 91:22 <b>waste</b> 5:18 <b>wasting</b> 22:17 33:7 41:3,4 <b>water</b> 57:5 <b>watering</b> 8:19 <b>way</b> 11:17,20 22:20 23:2,7 25:17 27:17 31:13 33:23 34:22 39:22 49:5 51:8 78:6 79:13 84:25 91:18 94:9 102:2 106:20 109:11 119:23 119:24 123:23 124:21
		<b>w</b>	
		<b>wachsler</b> 45:14 97:13 101:13 101:21 120:24 121:2 <b>wait</b> 17:15,15 17:15 21:6 23:16 28:6 29:2,2 79:4,4 103:18,18,18 105:24,24 125:24 <b>waived</b> 3:5 <b>walk</b> 55:19 <b>want</b> 10:2 12:4 22:5 24:23 35:10 38:4 44:7 47:2 55:8 57:23 63:15 68:8,11,13,17 70:25 72:3 79:17,19 83:4 83:6,9,16 84:12 88:14 100:6 105:6 108:10 118:13	
<b>v</b>			
<b>v</b> 142:4 143:1 144:1 <b>vacuum</b> 27:7			

<b>ways</b> 23:7 <b>weather</b> 44:7 77:21 78:16,17 78:24 80:11 86:21 <b>website</b> 17:22 30:23 44:14 70:9,10,11,12 80:14 103:9 105:10 107:5 109:6 119:22 126:8,21 <b>websites</b> 13:3 <b>wechsler</b> 1:14 2:17 4:16 7:6 19:3 21:3,3,5 22:19 23:2,14 26:18 27:21 28:19 29:8,16 29:24 39:4 40:5 45:16,22 67:11 101:10 101:25 102:18 108:21 114:12 124:10,16,20 125:15,23 132:6 134:25 <b>week</b> 13:18 17:4 87:13 88:16 128:9 <b>weeks</b> 51:2 87:14 88:14 128:11 <b>welcome</b> 105:13 132:25 <b>wells</b> 77:6,18 <b>went</b> 12:14,17 20:5 56:15	85:17 95:11 96:5 113:25 120:8,23 122:10,25 <b>west</b> 2:4 <b>whatsoever</b> 121:13 124:11 <b>white</b> 44:24 <b>wholesale</b> 126:20 <b>william</b> 1:23 139:5,25 <b>win</b> 94:11 <b>window</b> 44:5,8 <b>winter</b> 8:20 89:14 <b>wish</b> 54:24 <b>withdraw</b> 105:25 <b>withdrew</b> 106:4 <b>withholding</b> 117:4 <b>witness</b> 1:22 39:18 62:20 63:5,19 98:15 98:16 115:16 115:22,25 133:6,17 137:2 139:8,22 142:8 142:10,12,18 <b>wold</b> 77:4 <b>woman</b> 30:25 <b>wonderful</b> 33:20 <b>words</b> 35:14 38:4	<b>work</b> 21:23 43:14 54:13 75:22 95:19 111:24 112:24 114:3 <b>workable</b> 56:2 <b>worked</b> 34:24 94:11 <b>workers</b> 135:23 <b>workmanship</b> 54:5 58:24 <b>works</b> 11:21 16:7 34:12 <b>worry</b> 13:13,16 16:4,24 27:10 43:21 94:12 <b>worse</b> 13:25 15:7 95:6 <b>worth</b> 102:5 <b>write</b> 131:14 <b>writing</b> 67:10 69:12,17 70:3 127:4 132:2 <b>written</b> 68:5 114:6,11 116:19 <b>wrong</b> 17:12 49:24 63:3 113:13	<b>y</b> <b>yankees</b> 44:7 <b>yard</b> 53:10 <b>yeah</b> 88:22 <b>year</b> 19:17 20:21 45:2,10 45:11 77:8 90:20 95:14 108:11 134:13 <b>years</b> 34:5 38:24 89:15,16 95:22 96:5 97:2 110:12 136:13 <b>yep</b> 133:5 <b>york</b> 1:3,24 2:11 85:13 91:19 103:15 122:14 138:2 139:2,4,6
			<b>z</b>
			<b>zero</b> 92:24 <b>zoom</b> 1:21 5:22 63:11,12 <b>zooming</b> 63:10
			<b>x</b>
			<b>x</b> 1:5,11,15 139:17 140:2 141:2



New York Code

Civil Practice Law and Rules

Article 31 Disclosure, Section 3116

(a) Signing. The deposition shall be submitted to the witness for examination and shall be read to or by him or her, and any changes in form or substance which the witness desires to make shall be entered at the end of the deposition with a statement of the reasons given by the witness for making them. The deposition shall then be signed by the witness before any officer authorized to administer an oath. If the witness fails to sign and return the deposition within sixty days, it may be used as fully as though signed. No changes to the transcript may be made by the witness more than sixty days after submission to the witness for examination.

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